

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

NOTICE AND AGENDA

**Wednesday, May 16, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

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

INVOCATION: Pastor Eddie Gallegos, Good News Fellowship

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 Presentation by California Health Collaborative on Maternal Behavioral Health (Alexandra Addo-Boateng, Program Manager)

INTRODUCTIONS There are no introductions.

A. WORKSHOP

- A-1 Request for Direction on Next Steps with the Youth Leadership Institute for the Purpose of Elevating Youth Voice through Meaningful Civic Engagement (Report by Mary Anne Seay and Presentation by Yammilette Rodriguez, Senior Director YLI)
- A-2 Presentation of the Preliminary City of Madera Internal Services and Special Revenue Fund Budgets for Fiscal Year 2018/2019 (Report by Tim Przybyla)

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Warrant Disbursement Report 4/24/18 – 5/7/18 (Report by Tim Przybyla)
- B-3 Consideration of a Resolution Approving a Contract with Devastating Pyrotechnics, LLC for Operation of the 2018, 4th of July Fireworks Show and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Mary Anne Seay)
- B-4 Consideration of a Resolution Approving a Business Associate Agreement between the City of Madera and the City's Broker of Record for Health and Welfare Benefits, Der Manouel Insurance Group/HUB International Inc., Fresno, in Compliance with the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology Economic and Clinical Health Act (HITECH) and Authorizing the City Administrator to Sign the Agreement (Report by Wendy Silva)
- B-5 Consideration of a Resolution Approving the Award of Contract for Sunrise Rotary Sports Complex Soccer Field Lighting City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020-7030 in the Amount of \$97,832 to Cable Links Construction Group, Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management Contingencies of Up to 15% as Approved by the City Engineer, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)
- B-6 Consideration of a Minute Order Rejecting a Claim Filed by Ashley Williams (Report by Wendy Silva)
- B-7 Consideration of a Minute Order Rejecting a Claim Filed by Hector L. Mendez (Report by Wendy Silva)
- B-8 Consideration of a Minute Order Rejecting a Claim Filed by Cynthia Childlaw Diaz (Report by Wendy Silva)
- B-9 Consideration of a Minute Order Rejecting a Claim Filed by Susan Green (Report by Wendy Silva)
- B-10 Consideration of a Resolution Appointing Donald Horal, Richard Broadhead, Richard Gould, and Issa Zacharia to the City of Madera Airport Advisory Commission (Report by John Scarborough)
- B-11 Consideration of a Resolution Approving Amendment No. 2 to the Agreement for Services for the 2017/2018 Community Development Block Grant East Yosemite Avenue and Elm Street Traffic Signal Project (Report by Ivette Iraheta)

- B-12 Consideration of a Resolution Approving a Lease Agreement Between the City of Madera and the Community Action Partnership of Madera County, Inc. for Occupation and Use of Facilities at the Millview Community Center, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-13 Consideration of a Resolution Approving an Agreement with Del Rio Advisors, LLC for Professional Services on a Limited Scope Related to Potential Financing of a Fire Station and Authorizing the Mayor to Execute the Agreement (Report by Tim Przybyla)
- B-14 Consideration of a Resolution Authorizing the Mayor to Sign a Support Letter for Habitat for Humanity's National Board Approval of Service Expansion into Madera (Report by Ivette Iraheta)
- B-15 Consideration of a Resolution Approving a Pedestrian Underpass Crossing Agreement between the Union Pacific Railroad Company and the City of Madera for the Fresno River Trail and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

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

- C-1 Public Hearing to Consider the Community Development Block Grant Advisory Committee Recommendations for the 2018/2019 Action Plan and Request for Council to Make Tentative Allocations (Report by Ivette Iraheta)
- C-2 Consideration of a Resolution Approving Health, Dental, Vision and Life/Long Term Disability Insurance Providers for Fiscal Year 2018-19 and Authorizing the City Administrator to Execute any Agreements or Related Documents (Report by Wendy Silva)
- C-3 Consideration of a Resolution Approving an At-Will Employment Agreement with Dino Lawson for Chief of Police and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- C-4 Consideration of a Resolution Approving Project Cooperation Agreement between the City of Madera and Madera Irrigation District and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

- E-1 Consideration of a Resolution Authorizing the Mayor to Sign a Letter of Support on Behalf of the City for the Staffing for Adequate Fire and Emergency Response Grant Application to the U.S. Department of Homeland Security Federal Emergency Management Agency (Report by Ivette Iraheta)

F. COUNCIL REPORTS

[continued on next page]

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8

Property: 1 Parcel
905 S. Gateway Dr. APN: 011-182-002
Agency Negotiators: David Merchen, Keith Helmuth, Les Jorgensen
Negotiating Parties: Stephen J. Allen
Under Negotiations: Price and Terms

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

Agency Designated Representatives: Steve Frazier & Wendy Silva

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

Unrepresented Direct Reports:
City Clerk, City Administrator, City Attorney, Executive Director of the Successor
Agency to the Former Madera Redevelopment Agency

G-4 Conference with Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): 1 case

G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting June 6, 2018

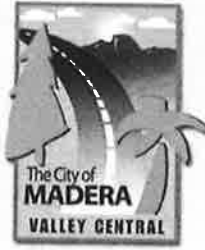
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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, 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 May 16, 2018, near the front entrances of City Hall at 4:30 p.m. on May 10, 2018.



Sonia Alvarez, City Clerk



REPORT TO CITY COUNCIL

COUNCIL MEETING OF May 16, 2018
AGENDA ITEM NUMBER A-1



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



APPROVED BY: Steve Frazier
City Administrator

SUBJECT:

REQUEST FOR DIRECTION ON NEXT STEPS WITH THE YOUTH LEADERSHIP INSTITUTE FOR THE PURPOSE OF ELEVATING YOUTH VOICE THROUGH MEANINGFUL CIVIC ENGAGEMENT

SUMMARY:

The City of Madera prides itself on increased momentum for civic engagement. For more than a year, Mayor Medellin has worked with the Youth Leadership Institute (YLI) and other partners (MUSD, United Way, Madera County, etc.) to create a pathway to elevate youth voice through meaningful civic engagement.

In addition to contacts with Mayor Medellin and Councilman Oliver, Yammilette Rodriguez – Senior Director of Fresno's YLI has met with Parks & Community Services and the United Way to identify how the City can best advance this initiative together. This item is designed to both inform the Council about steps that have been taken and to garner feedback and direction on proposed next steps.

DISCUSSION:

Below is an overview of the proposed project provided by our partners from YLI. See Exhibit A for the complete document.

About YLI

Youth Leadership Institute (YLI) builds communities where young people and their adult allies come together to create positive social change. Founded in 1991, YLI has sparked the leadership of young people to solve pressing social issues and serve communities for over 26 years. YLI works to build the skills of young people to identify and influence policy and community change while building the capacity of adult allies to work in effective and equitable partnerships with youth.

YLI implements community-based programs in Fresno County, Merced County, San Francisco County, San Mateo County, and Marin County. As a leader in the field of youth development, YLI intentionally synthesizes and packages the lessons learned in our programs in the form of toolkits and innovative training models that are shared with communities across the nation through YLI's Training and Consulting Services (TCS).

Youth Leadership Institute is uniquely positioned to build the City of Madera Youth Commission because of our track record of success, and our expertise gained from 20 years of leading the Marin County Youth Commission.

The work of leading a youth commission is focused on three critical categories:

- 1) the ability to invest in the leadership of youth;
- 2) working within a community;
- 3) a collaborative, long view of community change that brings people together.

Who We Are and What We Do:

The purpose of the Youth Commission is to bring the City's young people to the decision-making table on issues impactful to youth within the jurisdiction of the City. The Youth Commission will serve as a space where young people can work to create positive and social change in our community with the goal of creating youth-led policies. Young people will have a voice in shaping and developing social, economic, recreational, and educational programs that serve youth.

The City Youth Commission will be comprised of voting youth members and alternate, non-voting members. Procedures are in place to ensure that the members of the Youth Commission are representative and inclusive of the rich diversity of the City, including all youth.

Youth Commissioners will be trained in policy change and supported by Youth Leadership Institute and someone who represents the City. Each year, Youth Commissioners benefit from youth leadership training and prioritize those issues that most impact youth and/or that have little or no youth input or representation.

Over the years of designing and leading City youth commissions, we developed a toolkit and a number of tools and training workshops to capture and share our effective evidence-based model of authentic youth leadership. We have trained many communities locally and throughout the nation looking to engage youth on decision-making bodies. We offer training workshops to youth commissioners and their adult allies in some of the following areas:

- Policy 101
- Facilitation and Meeting Management
- Youth Action Research
- Building healthy Youth-Adult Partnerships
- Youth Leadership Development
- Coalition Building; including engaging and mobilizing the grassroots and partnering with elected officials and other decision makers

Exhibits B (what Makes a Youth Commission Work) and C (14 Points to Successfully Involving Young People in Organization Decision Making) are attached for your review.

FINANCIAL IMPACT:

There is no direct negative impact to the General Fund. There will be indirect expenses of staff time and shared space that have yet to be quantified.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies and Actions:

- Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
- Strategy 215 - Ensure educational and occupational opportunities are available to all Maderans.
- Action 314.2 - Continue and expand facilities for youth-at-risk.



City Youth Commissions

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Frequently Asked Questions:

What is the time commitment in serving as a Commissioner?

The Youth Commission requires the commissioner to devote their time and abilities. The Youth Commission will hold regular meetings once per month. In addition, Commissioners must attend all trainings and may be asked to attend City Council meetings in support of agenda items, constituents, or a community issue.

Who can be a Commissioner?

Each voting member and alternate must attend a school and/or reside in the City and be between the ages of 15 and 21. Applicants must submit an application that will include a few essay questions. Selected applicants must attend a swearing in ceremony at City Hall to begin their term as a Commissioner.



YOUTH LEADERSHIP INSTITUTE

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What Makes a Youth Commission Work: Wisdom from the Youth Leadership Institute

The Youth Leadership Institute has staffed Youth Commissions in various communities for over 20 years. We've learned a lot over the years about what works to truly engage youth in local government decision-making.

For a Youth Commission to really be an effective voice for youth, cities or counties need to take them seriously and devote resources to sustain them.

Successful Youth Commissions have the following characteristics:

1. They have an official advisory making capacity to an elected board (Youth Commission for City or County Council), elected official (ie. Mayor's Youth Council) or government department (ie. Parks and Recreation Youth Advisory Board).
2. Dedicated staff support from the city or county, or contracting out to a Youth Development non-profit organization to provide staff support.
3. Significant funding for staff, youth stipends, materials, food, to do research/surveys and to organize events.
4. They are seen as Youth Development and Leadership programs that need more support than adult advisory boards.
5. Time and resources are devoted to recruitment, training and retention of youth to build leadership skills.
6. Regular meetings are held at least twice per month.
7. City or County staff bring issues to the Youth Commission for youth input BEFORE policies or programs are created.
8. Policy makers and staff working with youth understand and practice creating positive youth and adult partnerships.
9. A full day or overnight retreat at the start of the year to orient new commissioners and provide training in policy change, public speaking, meeting facilitation and other leadership skills.
10. Trainings for youth and adults about the principles of social justice and encouraging Youth Commissions to learn more about and address social justice issues in their communities.





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Frequently Asked Questions about Youth Commissions

Q: Why create a youth commission? What's the purpose and benefit(s)?

Successful youth commissions can change perceptions about the role that youth can and should play in the community. Youth commissions provide feedback to local and state policy makers from a unique perspective, contributing insight into the efforts of city governance. They can also alter the culture of how youth and adults work together. Since youth and adults view similar situations differently, collaboration ensures that innovative solutions are devised by bringing together a broad range of experiences and ideas. Youth commissions offer viable opportunities for young people to partner with adult allies to address community issues that are of concern to their generation.

Effective youth commissions empower young people to make change in their communities. Sustainable change requires the inclusion of the community you want to affect in decisions that impact their lives. Youth participation is vital in determining which issues are important to young people and how to best address the issues so that their peers find the issues relevant. Successful commissions provide an arena where youth voices are heard, respected and give validity to youth opinions. This consequently builds young people's confidence that their ideas have importance and value.

Through youth commissions, young people are granted access to government systems, subsequently nurturing informed citizens interested in government, politics and civic engagement. Youth commissioners also learn tangible skills of lifelong value. These skills may include public speaking, navigating local governments, public relations or partnering with other organizations on specific initiatives.

Q: What are the most important issues to consider when cities want to establish or revitalize a youth commission? What lessons have you learned about establishing authentic, effective youth commissions? That is, what works, what doesn't?

Establishing a diverse youth commission is essential to success and sustainability. The youth involved should vary by geographic region, ethnicity, socio-economic background, and gender. Inclusiveness encourages equality and basic social principals in the minds of the youth and the community as a whole. Diversity gives the youth-led project credibility to the general public and to potential partners and reduces the possibility that the commission will act on or be perceived as acting on





biases.

Based on the diverse nature of communities and youth commissions, it is important to consider access to resources when determining location of meetings, outreach efforts and how the commission will run. Consistent staff support is a must, along with a safe meeting space easily reached by public transportation for students who may not have access to transportation. Meetings need to occur at youth friendly times and locations, taking into consideration school, after school activities and transportation. Outreach efforts should span several outlets and include the cooperation of school faculty and staff, e-mails and editorials to local papers. When determining communication methods, such as how reminders of meetings and events will be sent, be sure to consider how to accommodate students that may not have access to computers regularly. Also, if students are responsible for purchasing supplies for an event, provide the opportunity for them to get money up front or give them the option of reimbursement.

Creating an environment where youth voice is heard and respected is fundamental. The youth-adult partnership must provide space for substantive contribution by youth, including opportunities to play a primary role in brainstorming and decision-making. The diversity of the commission means that each commissioner will bring his/her own strengths and interests to the table. However, everyone may not be well versed in the key skills necessary for successful initiatives. Provide ongoing trainings for youth so they are articulate and can utilize available resources. Trainings may include media advocacy, public policy, facilitation, public speaking, community mapping, power analysis, government and community structure, youth-adult partnerships and youth-led evaluation and research.

Q: How can city staff ensure that the youth commission is meaningful, relevant and serves as a conduit to participation from a broad cross-section of young people? How can the youth commission connect with other components of government rather than becoming isolated?

The foundation of a youth commission should be based on youth-adult partnerships where youth take substantive roles in all planning and decision-making processes both within the commission and in the community. City/county staff can ensure that the youth commission is meaningful by actively seeking feedback from the youth commission on issues that affect young people. Since most issues affect young people directly or indirectly, the youth commission could provide the city/county staff with their own list of priorities. When the city/county staff is dealing with one of these issues, they can be sure to include the youth commission in the meetings



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and decision-making process.

Although the youth commission will be comprised of a diverse group of young people who act as the community's "youth voice," their experiences and opinions cannot speak for all their peers. In order to maintain relevance and represent the needs and concerns of their peers, the youth commission can conduct community-wide surveys and evaluations to determine the initiatives they will undertake. Broad outreach is an important component of the success of a youth commission. Holding open forums for public education and input are great ways to provide the public with an opportunity to contribute to the work of the youth commission.

Regular meetings with city/county staff, their aides and youth commissioners is the best way to ensure that the youth commission is meaningful and that it doesn't become isolated. These meetings provide an opportunity for dialogue so all parties understand each others' work and can potentially lead to future collaborations. Partnerships should not be limited to working with city/county staff. Encourage youth commissions to collaborate with community-based organizations working toward similar missions. Such working relationships give the youth commission credibility among other community members and builds sustainability by ensuring the community is invested in the work of the youth commission.

About the Youth Leadership Institute

The mission of Youth Leadership Institute (YLI) is to build communities where young people and their adult allies come together to create positive social change. Established in 1991, YLI operates youth leadership and development programs in Fresno, Marin, San Francisco, and San Mateo counties, with a focus on implementing research-based environmental prevention strategies and policy change. A nationally recognized leader in the field of youth development, YLI provides young people with the tools and support to identify community needs and implement solutions while also training adult allies to successfully partner with youth in community change efforts. YLI's national training and capacity building efforts are grounded in effective, and successfully implemented community based programs.

YLI's approach to youth leadership and development is based on four overarching strategies:

1. Helping youth-serving systems and organizations to align with a set of five research-based "standards of practice" that are central to positive youth development: safe environments; skills-building opportunities; leadership opportunities; connection to community and school; and healthy relationships with





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adults and peers.

2. Fostering strong youth-adult partnerships that support young people in serving as leaders in their communities;

3. Engaging young people in social-change strategies that occur both "inside" the system (for example, via formal policy-making bodies such as school boards or youth commissions) and "outside" the system (via community coalitions or grassroots organizing); and

4. Bridging the worlds of youth development researchers and practitioners in the field.

For more information about YLI, please visit www.yli.org.





14 POINTS

To Successfully Involving Young People in Organizational Decision Making

POINT 1: Know why you want to involve young people.

Check your motivation. There's no wrong reason to involve youth. You may want young people to have leadership opportunities, or your organization may perceive youth as true partners in decision making. Just be sure to match your efforts to your motives.

POINT 2: Secure organizational commitment.

An organization's leaders and staff must be committed to involving young people. They may be asked to commit extra time to trainings, explain rudimentary meeting processes, or even provide transportation to meetings.

POINT 3: Conduct a thoughtful and thorough recruitment process.

Extend the opportunity for governance to youth from a range of backgrounds, even those you might not expect to be interested. You want a young person who possesses skills, a unique perspective, and a readiness for your governance environment. The most obvious young person, such as someone who has a long involvement with the organization, may or may not be best for your governing body.

POINT 4: Compose a letter of agreement and conflict of interest policy.

Once a new member is offered the position, carefully review a letter of agreement and your conflict of interest policy that both parties sign. This ensures that new people in leadership positions understand the terms of their positions, and it increases both parties' levels of commitment.

POINT 5: Conduct a thorough orientation and training.

It is important to orient any new leaders to your organization's structure and policies, especially so with young people who might be new to professional environments. Orientation also gives you a chance to find out more about your new leader, so you can thoughtfully involve her or him.

POINT 6: Train leaders on intergenerational relationships.

At least one meeting per year should be committed to youth/adult team building. Intergenerational groups are always more successful when members have explored their own thoughts and attitudes about age.

POINT 7: Institutionalize young people's involvement.

This means amending bylaws and policies to state that young people are permanently included in decision making and leadership in your organization. Young people should promptly replace other young people when their service has ended. This ensures that youth involvement is not just a phase of your current administration.



POINT 8: Overcome legal barriers.

Most states' laws are silent on the issue of youth serving in governance positions. Where laws do exist, they generally speak to youth on boards of directors or youth as incorporators of organizations. The issue of legal liability and youth can sometimes seem daunting, but with proper precautions it can be easily managed.

POINT 9: Make your meetings interactive.

Activities like "go arounds" and "brainstorms" ensure that everyone has a voice in the decision making process. They create a dynamic environment that will engage all of your members and are critical to involving youth.

POINT 10: Meet with and mentor younger leaders.

For youth to be full and active participants, they need time to prepare for meetings and to evaluate and discuss them afterwards. Adult leaders or staff members should meet with young people for a few minutes before meetings and after meetings.

POINT 11: Involve young people in visible leadership positions.

Committee positions and other visible leadership roles should include young people as frequently as possible. Involving youth deeply in governance fosters their fullest participation and ensures that they are included in important between meeting business.

POINT 12: Network young leaders with their peers.

Set up systems and situations for young people to network. If there are other local young people in leadership positions bring them together on occasion to discuss their work, learn new skills, and support one another. This kind of networking re-energizes youth from your organization and introduces them to the larger youth governance movement.

POINT 13: Network adults who support young leaders.

If there are other organizations with young people in leadership positions in your area, gather together executive directors and adult board members to discuss their successes and struggles with involving youth.


POINT 14: Accommodate young people's special situations.


Special situations will arise when involving young people. A board should be flexible by accommodating school schedules and transportation difficulties. Family commitments and extracurricular activities deserve the same consideration as adults' work trips, vacations, and flat tires.



REPORT TO CITY COUNCIL

Approved by:



Department Director


City Administrator

Council Meeting of: May 16, 2018

Agenda Number: A-2

SUBJECT: Presentation of the Preliminary City of Madera Internal Services and Special Revenue Fund Budgets for Fiscal Year 2018/2019

RECOMMENDATION: No action recommended. Informational only.

DISCUSSION: This is the third preliminary presentation to the City Council pertaining to the City of Madera Fiscal Year 2018/2019 Budgets. A special meeting has been scheduled for June 5th for a budget workshop and review of all proposed City budgets, including the General Fund budgets, in further detail. The final budget presentation should be given to Council for consideration of approval at the June 20th City Council meeting.

The Preliminary Budgets being presented to Council this evening are the Internal Services and Special Revenue Budgets. No action is requested of Council on this agenda item.

SPECIAL REVENUE FUNDS

Unlike the General Fund, Special Revenue Funds are comprised of restricted funds. Such funds can only be spent for specific purposes as mandated by the funding sources. Included in this group are grants and entitlements. The Special Revenue Funds currently available for the coming fiscal year are as listed in the enclosed Exhibit A. The total available revenue for FY: 2018/2019 is anticipated to be \$15,624,326 and the total expenditures are anticipated to be \$26,530,268, excluding the Landscape Assessment Districts for which we don't have budget projections, yet. Projected expenditures exceed revenues by \$10,905,942, due primarily to capital projects in General Development Impact Fees, Measure T and Measure A. The major project(s) included in the 2018/2019 Budget are the \$5.3 million Avenue 17/Sharon Boulevard Improvements project and the Olive Avenue Widening Project anticipated at \$7.5 million, totaling \$12.8 million for these two projects. These capital projects are being funded from current year revenues plus funds that have built up over the years in both Development Impact Fees and Local Sales Tax from Measure T and Measure A and RSTP Federal Exchange, which have approximately \$22 million built up in fund balances to be used on projects such as these.

Some of the Special Revenue funds such as Measure “T,” Gas Tax, and the Local Transportation Fund have a significant impact on the City’s operating budget as well. These funds provide for the maintenance of streets, sidewalks, gutters, and bike lanes within city limits. A portion of the Measure “T” funding also supports transit operations. During FY: 2018/2019, \$1,568,587 from the Gas Tax and \$872,577 from Measure “T” will be transferred into the Public Works Department for various streets repairs and maintenance as well as for minor streets projects within the city limits.

The General Development Impact Fees budget requests \$2.3 million for improvements related to the Avenue 17/Sharon Boulevard project and \$500,000 for the Olive Avenue Widening project which are included in the \$12.8 million mentioned above. The balance of those projects’ cost will be funded from Special Gas Tax and other funds, outside of General Development Impact Fee funds.

In addition to the programs and projects described herein above, the Special Revenue Funds provide for other non-major programs including, Park Development, Supplemental Public Safety, Developer Impact Fees, and Landscape and Maintenance Districts.

INTERNAL SERVICE FUNDS

The City of Madera has three (3) Internal Service (IS) Funds. They are the Fleet, Facilities Maintenance and Technology Funds. These Funds provide and charge for services to all City departments that benefit from their services. The IS Funds not only provide maintenance services, they also help the departments to set aside funds for the future replacement of equipment when it becomes more cost-effective to replace that equipment than to maintain it. Doing so helps to spread the replacement costs evenly over the proper timeframe and ensures that funds are available for the intended purpose when replacement becomes necessary. Staff has developed and refined schedules for adequate maintenance and replacement of equipment in the Fleet and Technology Fund, and those schedules have been used to create the 18/19 budget proposals. A similar methodology should be considered for implementation by the Facilities Maintenance Fund in the future, to ensure that funds are available to replace essential equipment and fixtures within facilities, before their useful lives are over.

Internal Service (IS) Funds are not always expected to balance current year revenues and expenditures, because they set aside funds for equipment replacement or projects each year and in those years that equipment is replaced or projects are completed, the expenditures may be more than current year revenues. In the years when there are fewer projects or purchases, the revenues will exceed expenditures and help to build up the reserve from which such projects or equipment purchases are funded. A summary of the proposed Internal Service Fund budgets is attached to this report, as Exhibit B. In total, the IS Funds project a \$93,178 deficit in FY 18/19, primarily due to approximately \$85,000 more Equipment Acquisition expenses than revenues within the Fleet Fund. Expenditures in excess of current year revenues are funded from the Fund Balance of over \$1.2 million that has built up over the years for such purchases of equipment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The presentation of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan

EXHIBIT A

SUMMARY OF SPECIAL REVENUE FUND EXPENSES

	17/18	18/19	S&B	S&B	M&O	M&O	Subtotal	Subtotal	Capital Outlay	Capital Outlay	17/18	18/19	%
	Budget	Budget	17/18	18/19	17/18	18/19	17/18	18/19	17/18	18/19	Budget	Budget	
	Revenue	Revenue	Budget	Budget	Budget	Budget	Operations	Operations	Budget	Budget	Expense	Expense	Chng
FUND: 2129 - Transportation Fixed Route													
Proposition 18 PTMISEA	(1,417,874)	(1,473,608)	0	0	0	0	0	0	1,417,874	1,473,608	1,417,874	1,473,608	3.9%
Low Carbon Transit Ops Prgrm (LCTOP)	(117,306)	0	0	0	0	0	0	0	117,306	0	117,306	0	
TOTAL FUND 2129	(1,535,180)	(1,473,608)	0	0	0	0	0	0	1,535,180	1,473,608	1,535,180	1,473,608	
									(Surplus)/Deficit		0	0	
FUNDS: 4080-4108 General Development Impact Fees													
Undesignated	(1,477,078)	(1,896,430)	0	0	612,477	677,020	612,477	677,020	5,947,910	4,320,388	6,560,387	4,997,408	-23.8%
TOTAL FUNDS 40800-45300	(1,477,078)	(1,896,430)	0	0	612,477	677,020	612,477	677,020	5,947,910	4,320,388	6,560,387	4,997,408	
									(Surplus)/Deficit		5,083,309	3,100,978	
FUND: 4130-4131 Special Gas Tax													
Special Gas Tax - Street Maintenance	(1,828,939)	(2,665,948)	0	0	1,828,939	1,568,587	1,828,939	1,568,587	0	1,097,361	1,828,939	2,665,948	45.8%
RSTP - Federal Exchange	(683,596)	(1,784,000)	0	0	0	0	0	0	1,431,847	1,784,000	1,431,847	1,784,000	24.6%
State Transportation Improv Program	0	0	0	0	0	0	0	0	75,000	0	75,000	0	-100.0%
Proposition 18 SLPP	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FUND 41300	(2,512,535)	(4,449,948)	0	0	1,828,939	1,568,587	1,828,939	1,568,587	1,506,847	2,881,361	3,335,786	4,449,948	33.4%
									(Surplus)/Deficit		823,251	0	
FUND: 4150-4151 Local Sales Tax													
Measure A	0	0	0	0	0	0	0	0	1,640,000	1,120,000	1,640,000	1,120,000	-31.7%
Measure T	(2,830,799)	(2,928,648)	0	0	1,571,528	872,577	1,571,528	872,577	1,829,393	6,153,251	3,400,921	7,025,828	106.6%
TOTAL FUND 4150-4151	(2,830,799)	(2,928,648)	0	0	1,571,528	872,577	1,571,528	872,577	3,469,393	7,273,251	5,040,921	8,145,828	61.6%
									(Surplus)/Deficit		2,210,122	5,217,180	
TOTAL MAJOR SPECIAL REVENUE FUNDS	(8,355,592)	(10,748,634)	0	0	4,012,944	3,118,184	4,012,944	3,118,184	12,459,330	15,948,608	16,472,274	19,066,792	15.8%
									(Surplus)/Deficit		8,116,682	8,318,158	2.5%
FUND: 4109 - Park Development													
Parks Development Activities	(95,275)	(134,000)	0	0	0	0	0	0	238,500	134,000	238,500	134,000	-43.8%
TOTAL FUND 41000	(95,275)	(134,000)	0	0	0	0	0	0	238,500	134,000	238,500	134,000	
									(Surplus)/Deficit		143,225	0	
FUND: 4110 - Intermodal Bldg													
Intermodal Building Activities	(1,850,579)	(87,579)	9,552	10,151	77,642	77,773	87,194	87,924	0	0	87,194	87,924	0.8%
Proposition 18 - CalOES	(47,541)	(38,998)	0	0	0	0	0	0	47,541	38,998	47,541	38,998	
TOTAL FUND 41100	(1,898,120)	(126,577)	9,552	10,151	77,642	77,773	87,194	87,924	47,541	38,998	134,735	126,922	
									(Surplus)/Deficit		(1,763,385)	345	-100.0%
FUND: 4140 - Parking Dist Op													
Parking District Operations	(46,000)	(42,000)	12,044	12,637	26,964	27,964	39,008	40,601	0	0	39,008	40,601	4.1%
TOTAL FUND 4140	(46,000)	(42,000)	12,044	12,637	26,964	27,964	39,008	40,601	0	0	39,008	40,601	
									(Surplus)/Deficit		(6,992)	(1,399)	-80.0%
FUND: 4160 - Business Imp Dist													
Madera Downtown BID	(29,373)	(29,373)	0	0	29,373	29,373	29,373	29,373	0	0	29,373	29,373	
TOTAL FUND 4160	(29,373)	(29,373)	0	0	29,373	29,373	29,373	29,373	0	0	29,373	29,373	
									(Surplus)/Deficit		0	0	
FUND: 4170 - Federal Aid Urban													
F.A.U. Parks & Pedestrian Projects	0	(298,000)	0	0	0	0	0	0	0	298,000	0	298,000	
F.A.U. CMAQ	(1,288,000)	(1,815,700)	0	0	0	0	0	0	2,094,393	1,815,700	2,094,393	1,815,700	-13.3%
Highway Safety Improv Program	(311,000)	(310,590)	0	0	0	0	0	0	621,590	0	621,590	0	
Active Transportation Program	0	0	0	0	0	0	0	0	0	310,590	0	310,590	
Bridge Preventive Maint. BPMP	(121,357)	(146,000)	0	0	0	0	0	0	242,714	146,000	242,714	146,000	-39.8%
TOTAL FUND 4170	(1,720,357)	(2,570,290)	0	0	0	0	0	0	2,958,697	2,570,290	2,958,697	2,570,290	-13.1%
									(Surplus)/Deficit		1,238,340	0	
FUND: 4200 - Local Transportation													
L.T.F. - St. Improvement Projects	(1,247,418)	(1,055,890)	0	0	488,000	592,000	488,000	592,000	632,137	3,065,510	1,120,137	3,657,510	226.5%
L.T.F. Parks/Bike Path Projects	(33,356)	(34,580)	0	0	0	0	0	0	65,223	102,000	65,223	102,000	56.4%
TOTAL FUND 4200	(1,280,774)	(1,090,470)	0	0	488,000	592,000	488,000	592,000	697,360	3,167,510	1,185,360	3,759,510	217.2%
									(Surplus)/Deficit		(95,414)	2,669,040	
FUND: 4400 - Housing Program													
HOME Project Grants	0	0	0	0	0	2,135	0	2,135	0	0	0	2,135	
CalHome MH Rehab	(407,715)	0	0	0	407,715	0	407,715	0	0	0	407,715	0	
CalHOME DAP	(31,704)	0	0	0	27,550	0	27,550	0	0	0	27,550	0	
CalHOME Rehabilitation	(868,133)	0	0	0	868,133	0	868,133	0	0	0	868,133	0	
CalHome Reuse Program	(31,000)	0	0	0	31,000	0	31,000	0	0	0	31,000	0	
TOTAL FUND 4400	(1,338,552)	0	0	0	1,334,398	2,135	1,334,398	2,135	0	0	1,334,398	2,135	-99.8%
									(Surplus)/Deficit		(4,154)	2,135	

SUMMARY OF SPECIAL REVENUE FUND EXPENSES (CONTINUED)

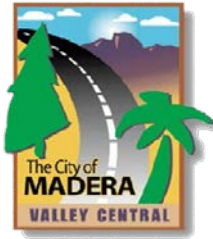
	17/18 Budget Revenue	18/19 Budget Revenue	S&B 17/18 Budget	S&B 18/19 Budget	M&O 17/18 Budget	M&O 18/19 Budget	Subtotal 17/18 Operations	Subtotal 18/19 Operations	Capital Outlay 17/18 Budget	Capital Outlay 18/19 Budget	17/18 Budget Expense	18/19 Budget Expense	% Chng
FUND: 4770 - Supp Law Enforce													
Police Activity - SLESF	(100,000)	(100,000)	0	0	100,000	100,000	100,000	100,000	0	0	100,000	100,000	
TOTAL FUND 4770	(100,000)	(100,000)	0	0	100,000	100,000	100,000	100,000	0	0	100,000	100,000	
											(Surplus)/Deficit	0	0
FUND: 4780 - Local Law Enforce													
Police Activity - JAG	0	(34,000)	0	0	0	34,000	0	34,000	0	0	0	34,000	
TOTAL FUND 4780	0	(34,000)	0	0	0	34,000	0	34,000	0	0	0	34,000	
											(Surplus)/Deficit	0	0
FUND: 4790 - DUI Enforce													
DUI Enforcement & Awareness	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FUND 4790	0	0	0	0	0	0	0	0	0	0	0	0	
											(Surplus)/Deficit	0	0
FUND: 4800 - Comm Fac Dist													
CFD 2005-1, City-Wide Services	(269,000)	(390,000)	0	0	507,663	307,663	507,663	307,663	0	0	507,663	307,663	-39.4%
TOTAL FUND 4800	(269,000)	(390,000)	0	0	507,663	307,663	507,663	307,663	0	0	507,663	307,663	
											(Surplus)/Deficit	238,663	(82,337)
FUND: 4850 - CFD Debt													
CFD 2006-1, KB Home	(180,630)	(164,725)	0	0	179,030	164,725	179,030	164,725	0	0	179,030	164,725	-8.0%
TOTAL FUND 4850	(180,630)	(164,725)	0	0	179,030	164,725	179,030	164,725	0	0	179,030	164,725	
											(Surplus)/Deficit	(1,600)	0
FUND: 8020 - Park Fac Debt Svs													
Park Facilities - Lease Administration	(194,257)	(194,257)	0	0	194,257	194,257	194,257	194,257	0	0	194,257	194,257	
TOTAL FUND 8020	(194,257)	(194,257)	0	0	194,257	194,257	194,257	194,257	0	0	194,257	194,257	
											(Surplus)/Deficit	(0)	0
FUND: 45XXX Landscape Assmt Dists													
Various Departments													
TOTAL FUND 45XXX													
											(Surplus)/Deficit		
TOTAL NON-MAJOR SPEC REV FUNDS	(7,152,338)	(4,875,692)	21,596	22,788	2,937,327	1,529,890	2,958,923	1,552,678	3,942,098	5,910,798	6,901,021	7,463,476	8.2%
											(Surplus)/Deficit	(251,317)	2,587,784
TOTAL SPECIAL REVENUE FUNDS	(15,507,930)	(15,624,326)	21,596	22,788	6,950,271	4,648,074	6,971,867	4,670,862	16,401,428	21,859,406	23,373,295	26,530,268	13.5%
(Surplus)/Deficit											(Surplus)/Deficit	7,865,365	10,905,942

Note: Landscape Assessment District (LMD) budgets have not yet been completed. LMD budget figures will be provided for review at the Budget Workshop on Tuesday, June 5th.

EXHIBIT B

SUMMARY OF INTERNAL SERVICE FUND EXPENSES

	17/18	18/19	17/18	18/19	17/18	18/19	17/18	18/19	17/18	18/19	17/18	18/19	%
	Budget	Budget	S&B	S&B	M&O	M&O	Subtotal	Subtotal	Cap. Outlay	Cap. Outlay	Budget	Budget	
	Revenue	Revenue	Budget	Budget	Budget	Budget	Operations	Operations	Budget	Budget	Expense	Expense	Chng
FUND: 30700 - Fleet													
Equipment Maintenance	(1,075,106)	(983,256)	537,338	452,357	480,217	495,575	1,017,556	947,932	10,000	10,000	1,027,556	957,932	-7%
Equipment Acquisition	(1,001,193)	(1,037,088)	0	0	0	0	0	0	1,139,450	1,149,200	1,139,450	1,149,200	1%
Motor Pool	0	(32,549)	0	0	0	31,002	0	31,002	0	0	0	31,002	
TOTAL FUND 30700	(2,076,299)	(2,052,893)	537,338	452,357	480,217	526,577	1,017,556	978,934	1,149,450	1,159,200	2,167,006	2,138,134	-1%
									(Surplus)/Deficit		90,707	85,241	
FUND: 40500 - Facilities Mtnc													
Public Works - Facilities Maintenance	(1,582,538)	(1,666,830)	899,474	942,009	683,064	738,657	1,582,538	1,680,666	0	0	1,582,538	1,680,666	6%
TOTAL FUND 40500	(1,582,538)	(1,666,830)	899,474	942,009	683,064	738,657	1,582,538	1,680,666	0	0	1,582,538	1,680,666	
									(Surplus)/Deficit		0	13,836	
FUND: 40700 - Technology													
Computer Mtnc and Replacement	(1,145,471)	(1,294,125)	516,474	574,575	420,164	380,652	936,638	955,227	325,956	333,000	1,262,594	1,288,227	2%
TOTAL FUND 40700	(1,145,471)	(1,294,125)	516,474	574,575	420,164	380,652	936,638	955,227	325,956	333,000	1,262,594	1,288,227	
									(Surplus)/Deficit		117,123	(5,898)	
TOTAL INTERNAL SERVICE FUNDS	(4,804,308)	(5,013,848)	1,953,286	1,968,940	1,583,446	1,645,886	3,536,732	3,614,826	1,475,406	1,492,200	5,012,138	5,107,026	2%
									(Surplus)/Deficit		207,830	93,178	



**Madera City Council Agenda 05/16/18
Agenda Item B-1**

There are no minutes for consideration.

City of Madera

Council Meeting Of May 16th, 2018
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 05/16/2018

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

April 24th, 2018 to May 7th, 2018

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

General Warrant:	17482-17601	\$	1,549,279.75
Wire Transfer	Union Bank Payroll and Taxes	\$	609,810.34
Wire Transfer	SDI	\$	2,270.74
Wire Transfer	Cal Pers	\$	329,130.82

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
May 7th, 2018

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
17482	04/27/2018	ACRO SERVICE CORPORATION	Temporary Draftsman fr FY18/19	1,136.16
17483	04/27/2018	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE APRIL 2018	4,472.00
17484	04/27/2018	AMERICAN LEGAL PUBLISHING CORPORATION	MUNICIPAL CODE UPDATE ONLINE	170.94
17485	04/27/2018	ARROW ELECTRIC MOTOR INC	MOTOR WORK WELL 33	2,335.79
17486	04/27/2018	AT&T	04/18 SVS 831-000-6408 576	5,752.12
17487	04/27/2018	AT&T	02/18 CALNET 3 SVS 9391026407	2,990.23
17488	04/27/2018	AT&T	02/18 CALNET 3 SVS 9391026402	3.14
17489	04/27/2018	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	54.52
17490	04/27/2018	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS JAN. - MAR. 2018	4,166.35
17491	04/27/2018	CHICAGO TITLE COMPANY	14-CALHOME-9834: 218 S K, 1412 AMERICAN , 529 S C	3,256.20
17492	04/27/2018	COMCAST	CITY INTERNET CONNECTION 04/15- 05/14/18	1,372.25
17493	04/27/2018	COMCAST	03/22- 04/21 SVS 8155500320322006	182.26
17494	04/27/2018	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	236.00
17495	04/27/2018	DEPARTMENT OF FORESTRY AND FIRE	3RD QTR ACTUAL BILLING FOR CITY CONTRACT 17/18 FY	753,678.71
17496	04/27/2018	EMMETT'S EXCAVATION, INC.	WATER MAIN INSTALLATIONS	216,785.08
17497	04/27/2018	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	13.11
17498	04/27/2018	GONZALEZ, FELIX	PER DIEM SLI SESSION #1	224.00
17499	04/27/2018	JORGENSEN COMPANY	FIRE EXT SERVICE	368.69
17500	04/27/2018	KLEINFELDER, INC.	CONSTRUCTION MATERIALS TESTING	1,492.15
17501	04/27/2018	KOFF & ASSOCIATES, INC.	Compensation Study for Management	4,420.00
17502	04/27/2018	LEANO, BIANEY	PER DIEM CRWA WATER TREATMENT CERTIFICATION REVIEW	118.00
17503	04/27/2018	LEHR AUTO ELECTRIC	License Plate Reader cameras W	31,411.19
17504	04/27/2018	LIEBERT CASSIDY WHITMORE	LEGAL FEES	3,870.55
17505	04/27/2018	MADERA COUNTY TREASURER	MARCH 2018 PARKING PENALTIES	166.50
17506	04/27/2018	MADERA TRIBUNE	2018 RESIDENTIAL CURBSIDE (FEB)	1,782.00
17507	04/27/2018	MADERA TRIBUNE	PUBLIC WORKS MAINTENANCE ADVERTISEMENT	68.40
17508	04/27/2018	MADERA TRIBUNE	P.C. NOTICE MAY	364.00
17509	04/27/2018	MNJ TECHNOLOGIES DIRECT, INC.	MICROSOFT SURFACE	7,916.44
17510	04/27/2018	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT WWTP 04/07/18	41.86
17511	04/27/2018	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA (FED) -FILE NO. 000531002	79.50
17512	04/27/2018	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA - FILE NO. 000531001	6,625.00
17513	04/27/2018	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC ENGINEERING SERVICES	1,175.00
17514	04/27/2018	NUNEZ, MARK	MILEAGE REIMBURSEMENT WWTP 04/03/18	61.80
17515	04/27/2018	NOLAN, PATRICK & DINA	TURF REPLACEMENT REBATE - 19 POINTE WEST	2,320.00
17516	04/27/2018	SCOTT, TIM	TURF REPLACEMENT REBATE - 1092 PARKWOOD AVE	1,125.00
17517	04/27/2018	PACIFIC GAS & ELECTRIC	04/18 SVS 1619119913-8	131.52
17518	04/27/2018	CERESCENCIO PABLO CEDILLO RAMIREZ	FACILITY DEPOSIT REFUND	500.00
17519	04/27/2018	DUARTE, ERIKA	PARK DEPOSIT REFUND	165.00
17520	04/27/2018	HOFF, ROBERT	PARK DEPOSIT REFUND	125.00
17521	04/27/2018	MARAVILLA, MARIA	PARK DEPOSIT REFUND	50.00
17522	04/27/2018	MELGOZA, ILEANA	PARK DEPOSIT REFUND	50.00
17523	04/27/2018	MENDEZ, GERARDO	PARK DEPOSIT REFUND	50.00
17524	04/27/2018	PACHECO, JOSE LUIS	FACILITY DEPOSIT REFUND	200.00
17525	04/27/2018	TORRES, ERIC	PARK DEPOSIT REFUND	165.00
17526	04/27/2018	PHOENIX GROUP INFO SYS	CITATIONS MARCH 2018	277.20
17527	04/27/2018	PLATT ELECTRIC SUPPLY, INC.	101 Watt LED street lights	29,152.92
17528	04/27/2018	RANEY PLANNING & MANAGEMENT, INC.	Consultant services	3,237.62
17529	04/27/2018	REINARD W. BRANDLEY CONSULTING	Crack Seal Engineering	2,000.00
17530	04/27/2018	RUSSELL, CHRIS	MILEAGE REIMBURSEMENT WWTP 04/02/18 & 03/19/18	69.33
17531	04/27/2018	SYNAGRO WEST, INC.	MISCELLANEOUS SERVICES, NO. 1	9,275.11
17532	04/27/2018	TESEI PETROLEUM, INC.	FUEL CHARGES 04/01-04/10/18	25,100.79
17533	04/27/2018	TESEI PETROLEUM, INC.	DIGESTER HEATING	9.69
17534	04/27/2018	VERA GONZALO OR VERA DAVID	Utility Billing Credit Refund	213.73
17535	04/27/2018	VERIZON WIRELESS	COUNCIL IPAD SVC MAR 11 - APR 10	7,029.99
17536	04/27/2018	WATERTALENT, LLC	WWTP Temp Operator	8,000.00
17537	04/27/2018	YAMABE & HORN ENGINEERING	PERFORM PROFESSIONAL ENGINEERING SERVICES	773.27
17538	05/04/2018	ACRO SERVICE CORPORATION	TEMPORARY CONSTRUCTION MANAGER	5,440.00
17539	05/04/2018	ACTIVE NETWORK, LLC.	ACTIVE NET ANNUAL SUBSCRIPTION FEE	1,333.33
17540	05/04/2018	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR APRIL 2018	156.00
17541	05/04/2018	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE ACCT 05/04/18 PAYROLL	942.52
17542	05/04/2018	AMERICAN LEGAL PUBLISHING CORPORATION	MUNI CODE S-42 SUPP. PAGES	811.10
17543	05/04/2018	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
17544	05/04/2018	ANDERSON STRIPING & CONSTRUCTION, INC.	Crack Seal	59,608.51
17545	05/04/2018	AT&T	01/16 CALNET 3 SVS 9391020514	636.19
17546	05/04/2018	DAVID J. BOYLE	MAX Bus Shelter and Amenities	10,985.30
17547	05/04/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 05/04/18 PAYROLL	2,071.80
17548	05/04/2018	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY HALL FINANCE	790.00
17549	05/04/2018	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	192.00
17550	05/04/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9895127	100.00
17551	05/04/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9903851	200.00

17552	05/04/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 05/04/18 PAYROLL	994.79
17553	05/04/2018	COMCAST	04/18 SVS 8155500320092096	128.76
17554	05/04/2018	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	420.00
17555	05/04/2018	CREATIVE COPY	5150 FORM - APPLICATION FOR ASSESSMENT	171.78
17556	05/04/2018	DATAPROSE, LLC	APRIL 2018 STATEMENTS/ NEWLETTER/ 48HR	2,594.35
17557	05/04/2018	DEPT OF HOUSING & COMMUNITY DEVELOPMENT	REIMBURSE HCD FOR NSP1 PROGRAM INCOME	1,000.00
17558	05/04/2018	DIAMOND COMMUNICATIONS	TELEPHONE ANSWERING SERVICE - MAY	115.00
17559	05/04/2018	ESPINOZA SEWER SERVICE	PORTABLE TOILET SVS	50.00
17560	05/04/2018	FEDERAL EXPRESS	RECORDS REQUEST SUBPEONA	29.52
17561	05/04/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 04/16/18-04/30/18	10,687.50
17562	05/04/2018	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	76.10
17563	05/04/2018	KER'S GAS & LUBE, INC.	PD CAR WASHES	196.00
17564	05/04/2018	KRAZAN & ASSOCIATES, INC.	INDIA PARK PHASE I ENVIRONMENTAL ASSESSMENT	2,195.00
17565	05/04/2018	L & L SIGNS	HAND LETTER/STRIP "BATTALION 10" TRUCK	800.00
17566	05/04/2018	LARS ANDERSEN & ASSOCIATES, INC.	PROFESSIONAL ENGINEERING SERVICE	1,206.25
17567	05/04/2018	LAW & ASSOCIATES	LAW ENFORCEMENT EMPLOYMENT BACKGROUND	2,100.00
17568	05/04/2018	LINCOLN FINANCIAL	LIFE AND LTD MAY 2018	7,956.67
17569	05/04/2018	M A C E A	APRIL 2018 MONTHLY DUES	2,020.00
17570	05/04/2018	M P O A	APRIL 2018 MONTHLY DUES	7,560.48
17571	05/04/2018	M.C.E.A.	APRIL 2018 MONTHLY DUES	370.00
17572	05/04/2018	MADERA ANIMAL HOSPITAL	VETERINARY SVS	174.00
17573	05/04/2018	MADERA COUNTY E D C	EDC COMMISSION	43,406.40
17574	05/04/2018	MADERA TRIBUNE	PUBLIC SAFETY DISPATCHER ADVERTISEMENT	147.42
17575	05/04/2018	MADERA TRIBUNE	NEIGHBORHOOD OUTREACH RECRUITMENT	83.74
17576	05/04/2018	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR POLICE DEPARTMENT - ECHEVARRIA	1,029.60
17577	05/04/2018	MID-MGMT EMPLOYEE GROUP	APRIL 2018 MONTHLY DUES	680.00
17578	05/04/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 05/04/18 PAYROLL	2,226.24
17579	05/04/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 05/04/18 PAYROLL	9,478.54
17580	05/04/2018	PACIFIC GAS & ELECTRIC	04/18 SVS 3642526071-2	19,510.48
17581	05/04/2018	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION	272.00
17582	05/04/2018	PRINCIPAL LIFE INSURANCE COMPANY	MAY 2018 DENTAL INSURANCE	17,248.71
17583	05/04/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL CHUMLEY MAY 2018	148.50
17584	05/04/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL CHUMLEY MAY 2018	186.00
17585	05/04/2018	RONALD J. MANFREDI	BILLING CONTRACT ITEMS 1 & 2	6,666.67
17586	05/04/2018	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICE MAY 2018	13,041.31
17587	05/04/2018	SERVICEMASTER BY J&C BROWN	YOUTH CENTER CARPET CLEANING	1,008.50
17588	05/04/2018	STANDARD & POOR'S CORP.	ANNUAL SURVEILLANCE FEE	2,000.00
17589	05/04/2018	STANTEC ARCHITECTURE INC.	PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES	13,194.01
17590	05/04/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/04/18 PAYROLL	78.12
17591	05/04/2018	SUPERIOR VISION INC.	APRIL 2018 VISION INSURANCE	2,435.58
17592	05/04/2018	SUPERIOR VISION INC.	MAY 2018 VISION INSURANCE	2,466.30
17593	05/04/2018	TESEI PETROLEUM, INC.	FUEL	463.09
17594	05/04/2018	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE - MAY	258.96
17595	05/04/2018	CHAVEZ MARTINEZ MARIA	Utility Billing Credit Refund	157.06
17596	05/04/2018	UNITED MUNICIPAL SECURITY	CD CHARGES	500.68
17597	05/04/2018	UNITED RENTALS, INC	STUMP GRINDER RENTAL	304.18
17598	05/04/2018	US BANK CORPORATE PAYMENT SYSTEMS	03/18 CAL-CARD CHARGES	113,762.76
17599	05/04/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 05/04/18 PAYROLL	23,199.94
17600	05/04/2018	WATERTALENT, LLC	WWTP Temp Operator	4,000.00
17601	05/04/2018	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	120.90
			Bank # 1 - Union Bank General Account Total	1,549,279.75



REPORT TO CITY COUNCIL

COUNCIL MEETING OF May 16, 2018
AGENDA ITEM NUMBER B-3



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



APPROVED BY: Steve Frazier
City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A CONTRACT WITH DEVASTATING PYROTECHNICS, LLC FOR OPERATION OF THE 2018 4TH OF JULY FIREWORKS SHOW AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council:

- 1) Adopt the resolution approving the Contract with Devastating Pyrotechnics, LLC in the amount of \$25,000 for operation of the 2018, 4th of July Fireworks Show at the Madera Municipal Golf Course.
- 2) Authorize the Mayor to execute the Contract on behalf of the City.

SUMMARY AND DISCUSSION:

One of the most successful city-wide special events hosted by the City of Madera is the annual 4th of July celebration at the Madera Municipal Golf Course. Staff estimates that 6,000 people attended last year's event which is at least equal to, if not more than typical attendance.

Staff is moving forward with planning for the 2018 event in anticipation of an equally large and enthusiastic crowd. Some of the activities that are currently planned for the 4th of July celebration include:

- Golf Tournament
- Food Vendors
- Fireworks Display
- Family Friendly Activities
- Music
- Kid's Zone

Staff released a Request for Quotations (RFQ) for the 2018 4th of July Fireworks Display in April of 2018 to six California fireworks display vendors and three regional or national trade organizations. Two firms including Devastating Pyrotechnics, LLC submitted proposals by the closing date of the RFQ (April 23rd, 2018). The other firm that submitted a proposal was Fireworks America.

Staff reviewed each of the firm's proposals and found them to be in accordance with the requirements of the RFQ. Devastating Pyrotechnics, LLC provided fireworks for the City's show in 2016 and 2017 with highly satisfactory results. Reference checks have been performed for the vendor to solicit input regarding the proposer's quality of presentations, adherence to safety procedures as well as clean-up and maintenance of the firing site. Videos of each proposer's productions are also available via their business websites and sources such as You-Tube. These videos were reviewed as part of the overall analysis of the proposals. The RFQ listed \$25,000 as the City's budget for the fireworks show; both firms submitted quotations for the full amount.

Because price was eliminated as a deciding factor, judgement of the best proposal was based on the information gathered from the reference checks, overall shell count (number of individual explosions) and mixture of shell sizes and effects. By using a thorough review of the submittals without vendor names associated, staff unanimously determined Devastating Pyrotechnics, LLC as the best value for the City. Their firm offers both more fire-power (larger fireworks) and more explosions. As such, staff recommends Council approve Devastating Pyrotechnics, LLC Contract as presented.

FISCAL IMPACT:

There may be a significant General Fund impact from the recommended actions. Staff has engaged in very successful fundraising efforts for the past eleven years; the success of this year's fundraising efforts is not presently known. In addition to a \$10,000 donation from Mid-Valley and other fundraising efforts, proceeds from the golf tournament and concession sales round out the fundraising efforts. The General Fund would need to assume the burden of the shortfall, if any. Both the fundraising revenue and the cost of the Contract and associated expenses are anticipated in the FY 18/19 draft Parks and Community Services Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the City of Madera Vision Plan:

- Action 202.2: Continue the expansion and promotion of multicultural and community-based programs offered through Parks and Community Services.

- Strategy 411 – Recreational Opportunities: Enhance and expand recreational activities available to Maderans.
- Strategy 317: “Develop and encourage festivals, gatherings, and events.”
- Strategy 332: “Expand comprehensive services for Madera’s youth . . .”
- Strategy 313: “Provide year-round programs fostering community pride.”

RESOLUTION NO. 18 - _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING A CONTRACT WITH DEVASTATING PYROTECHNICS, LLC FOR
OPERATION OF THE 2018, 4TH OF JULY FIREWORKS SHOW AND AUTHORIZING
THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera is a municipal corporation that provides services and recreational activities to the citizens of the community; and

WHEREAS, the City provides a fireworks show annually at the Madera Municipal Golf Course for which it retains a professional pyrotechnics supplier; and

WHEREAS, in March of this year the City released a Request for Quotations (RFQ) for the "2018 July 4th Fireworks Display"; and

WHEREAS, Devastating Pyrotechnics, LLC, a professional pyrotechnics display firm, was found to be the RFQ respondent offering the fireworks display that is the best value for the City; and

WHEREAS, Devastating Pyrotechnics, LLC and the City have proposed to enter into a Contract for operation of the 2018 July 4th Fireworks Show; and

WHEREAS, the Contract is in the best interests of the City, Devastating Pyrotechnics, LLC 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 Contract between the City of Madera and Devastating Pyrotechnics, LLC in the amount of \$25,000, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Contract on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *



Devastating Pyrotechnics - Public Display Contract

Devastating Pyrotechnics, LLC

PO Box 782, Pinole, CA 94564

415-341-2025 Office, 415-335-1261 Cell.

California License: GPD-1337

BATF License Number: 9-CA-113-51-7K-02016

- 1) This Contract, entered into this **16th day of May, 2018**, by and between DEVASTATING PYROTECHNICS, LLC, as duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "DP" and **The City of Madera**, hereinafter referred to as "BUYER".
- 2) DP agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks display, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on **July 4th, 2018**, located at the **Madera Municipal Golf Course, 23200 Avenue 17, Madera CA 93637**. The time of the display is to be: **APPROX: 9:00 PM PDT**. Contract will be amended if location of fireworks displays changes.
- 3) BUYER agrees to pay DP the sum of **\$25,000**, per the following terms: \$12,500 deposit with balance due Net 30 Days after Display, with an option to increase the show in the amount of any additional contributions raised from direct firework fund raising efforts. Option only to be exercised by written amendment of this agreement
- 4) BUYER, at its expense, agrees to provide DP a suitable DISPLAY SITE in which to Stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by DP, and that will fulfill any requirements set forth by any governing legal authority.
- 5) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by DP. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times DP is away from the DISPLAY SITE.
- 6) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any Applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify DP for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.
- 7) BUYER, at its expense, shall provide DP sufficient parking, all necessary site and event passes and allow DP sufficient time and available access, as determined by DP, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.
- 8) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in Paragraphs 4, 5, 6, and 7 herein, DP shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by DP.
- 9) BUYER agrees to assume the risk of weather, or any other cause that is beyond DP's control, that may prevent the display from being discharged on the scheduled date and time. In the event that DP, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 10 herein.
- 10) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to DP 50% of the display contract price and all other associated costs incurred by DP, including, but not limited to, permits,



insurance, pyrotechnic operator's fee, transportation, custom design or any other provable expense associated with the execution of the Display.

11) DP agrees to provide insurance coverage in accordance with Exhibit A attached hereto and incorporated herein by this reference. This insurance covers the operations of DP only and does not extend to any other aspect of the event at which such a display may be held. DP's operations are deemed complete when DP has vacated the premises.

12) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold DP harmless from all claims and suits made against DP in Page 2 in conjunction with the discontinuance or cancellation of the display.

13) DP agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by DP hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

14) Vendor shall defend at its own expense, indemnify, and hold harmless the City against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, employees or subcontractors in rendering services or work under agreement with the City; except such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful acts of the City.

15) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of Madera, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

16) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and DP. Either party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

17) BUYER shall not under any circumstances, be entitled to recover any consequential damages from DP. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 11 herein.

18) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns. In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 16th day of, 2018.

Devastating Pyrotechnics, LLC

"BUYER"

By: _____

By: _____

Kenny Chee

Andrew J. Medellin

Title: _____

Title: _____

President, Devastating Pyrotechnics, LLC

Mayor of Madera



Exhibit A – Insurance Requirements

In the furnishing of the services provided for herein, Vendor is acting as an independent Contractor and not as an employee of the City.

Vendor shall defend at its own expense, indemnify, and hold harmless the City against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, employees or subcontractors in rendering services or work under agreement with the City; except such liability, claims, losses, damages or expenses arising from City's sole negligence or willful acts.

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Vendor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance at least as broad as ISO Form CG CG 20 10.

Primary Coverage

For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.



Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Vendor hereby grants to City a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Vendor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

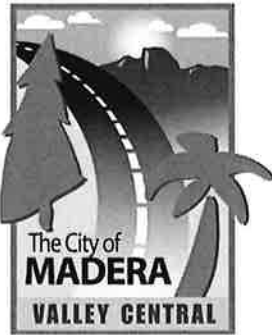
Verification of Coverage

Vendor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Report to City Council



Council Meeting of May 16, 2018

Agenda Item Number B-4

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving a Business Associate Agreement between the City of Madera and the City's Broker of Record for Health and Welfare Benefits, Der Manouel Insurance Group/HUB International Inc., Fresno, in Compliance with the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology Economic and Clinical Health Act (HITECH) and Authorizing the City Administrator to Sign the Agreement

RECOMMENDATION

Staff recommends Council adopt the resolution approving the Business Associate Agreement with Der Manouel Insurance Group/HUB International Inc., Fresno and authorize the City Administrator to sign the agreement and any related documents.

HISTORY

In 2009, the Health Insurance Portability and Accountability Act (HIPAA) of 1996 was amended by the Health Information Technology Economic and Clinical Health Act (HITECH). HIPAA-HITECH included many changes that are not applicable to the City of Madera, but did include a requirement for Business Associate Agreements that does apply to the City.

Der Manouel Insurance Group (DMIG) was the successful respondent to the City's Request for Proposals soliciting health and welfare broker/consulting services in 2014. The City entered into an agreement with DMIG to provide these services. The term of that agreement is through December 2018, with options to extend as defined in the agreement.

SITUATION

Prior to HIPAA-HITECH, Business Associates (in this case our broker of record) had no obligation to report breaches in confidential information to the City, yet the City was technically liable for any breaches to this information. HIPAA-HITECH has mandated that Business Associates comply with certain reporting requirements for

breaches to confidential information. The reporting obligations are defined in the Business Associate Agreement.

The City has an existing Business Associate Agreement with DMIG. However, DMIG was recently acquired by HUB International Inc., Fresno. Because of this change in ownership, an updated Business Associated Agreement is required.

FISCAL IMPACT

None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Compliance with HIPAA-HITECH 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 A BUSINESS ASSOCIATE AGREEMENT WITH DER MANOUEL INSURANCE
GROUP/HUB INTERNATIONAL INC., FRESNO AND AUTHORIZING THE CITY ADMINISTRATOR
TO SIGN THE AGREEMENT

WHEREAS, the City of Madera (the "City") desires to comply with the Health Information Technology Economic and Clinical Health Act (HITECH) amendments to the Health Insurance Portability and Accountability Act (HIPAA) of 1996; and

WHEREAS, currently, the City's broker of record for health and welfare benefits is Der Manouel Insurance Group; and

WHEREAS, Der Manouel Insurance Group was recently acquired by HUB International Inc., Fresno; and

WHEREAS, a Business Associate Agreement between the City and Der Manouel Insurance Group/HUB International Inc., Fresno has been drafted to meet the obligations of HIPAA-HITECH.

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 the Business Associate Agreement with Der Manouel Insurance Group/HUB International Inc., Fresno, on file with the Office of the City Clerk and referred to for more particulars.
3. The City Administrator is authorized to sign the agreement and any related documents on behalf of the City.
4. This resolution is effective immediately upon adoption.

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “BAA”), dated as of April 10, 2018, is entered into by and between DMIG/HUB International Inc., Fresno (“Business Associate”) and those Employee Welfare Benefit Plans (as defined in the Employee Retirement Income Security Act of 1974) of **City of Madera** (“Plan Sponsor”) that are subject to 45 CFR Parts 160 and 164, Subparts A and E and 45 CFR Parts 160 and 164, Subpart C (each a “Covered Entity”) and on whose behalf this BAA has been executed and delivered. Business Associate and Covered Entity are referred to herein from time to time each individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein but not otherwise defined in this BAA will have the same meaning as the meaning ascribed to such terms in the HIPAA Rules (as defined below).

WHEREAS, pursuant to certain services agreements (the “Agreements”), Business Associate provides services to Covered Entity that may involve the use, disclosure, transmission, maintenance and/or creation of Protected Health Information; and

WHEREAS, Business Associate and Covered Entity are committed to compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 CFR Parts 160 and 164 and any current and future regulations promulgated thereunder (collectively, the “HIPAA Rules”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the Parties agree as follows:

I. DEFINITIONS

For purposes of this BAA, the following terms shall have the meanings ascribed to them below:

- A. *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402, subject to all exclusions under 45 CFR §§164.402(1)(i), (ii) and (iii).
- B. *Electronic Protected Health Information*. “Electronic Protected Health Information” or “ePHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- C. *Electronic Transactions Rule*. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- D. *HHS*. “HHS” shall mean the U.S. Department of Health and Human Services.
- E. *Individual*. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103.
- F. *Protected Health Information*. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103,

limited to the information created or received by Business Associate from or on behalf of Covered Entity, including but not limited to Electronic Protected Health Information.

- G. *Required By Law.* "Required by Law" shall have the same meaning as the term "required by law" at 45 CFR §164.103 and the standards imposed at 45 CFR §164.512(a).
- H. *Secretary.* "Secretary" shall mean the Secretary of HHS.
- I. *Security Incident.* "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
- J. *Transaction.* "Transaction" shall have the meaning as the term "transaction" in 45 CFR §160.103.
- K. *Unsecured Protected Health Information.* "Unsecured protected health information" shall have the meaning as the term "unsecured protected health information" in 45 CFR §164.402.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees:

- A. Not to use or disclose Protected Health Information other than (i) as permitted or required by this BAA, (ii) as permitted or required to perform its obligations pursuant to the Agreements, or (iii) as Required by Law.
- B. To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of PHI other than as provided for by this BAA.
- C. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- D. To report to the appropriate Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware and any Successful Security Incident of which Business Associate becomes aware. For purposes of this BAA, a "Successful Security Incident" is any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information of Covered Entity. The parties further stipulate and agree that this paragraph constitutes notice by Business Associate to Covered Entity with respect to any "Unsuccessful Security Incident," which is defined for purposes of this BAA as any Security Incident that is not a Successful Security Incident. Covered Entity and Business Associate agree that reporting of Unsuccessful Security Incidents are too numerous to be meaningful or helpful and

therefore this BAA constitutes the report from Business Associate that these incidents occur.

- E. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice by the subcontractor that violates such agreement, Business Associate shall take steps to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful, Business Associate shall terminate its arrangement with the subcontractor, if feasible. If not feasible, Business Associate shall notify Covered Entity of the breach or violation.
- F. To make available, at the request of Covered Entity, and in the form and format designated by such Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to the requesting Individual or such Individual's designee, within the time period necessary to meet the requirements under 45 CFR § 164.524; provided, however, that this Section II.F is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- G. To make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526; provided, however, that this Section II.G is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- H. To make applicable internal practices, books and records available to the Secretary or his designee for purposes of the Secretary's determining Business Associate's compliance with the HIPAA Rules.
- I. To maintain and make available upon request by Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.
- J. Without unreasonable delay and in no case later than sixty (60) days following discovery by Business Associate (except as otherwise required under 45 CFR §164.412), Business Associate will notify Covered Entity in writing of any Breach of Unsecured Protected Health Information. Business Associate shall provide Covered Entity, to the extent known, the identity of each Individual whose Unsecured Protected Health Information has, or is reasonably believed by Business Associate, to have been affected by the Breach. In addition, Business Associate shall provide to Covered Entity, either at the time it provides notice to Covered Entity of the Breach or promptly thereafter as information becomes

available, any other information that Covered Entity is required to include in its notification to an Individual under 45 CFR §164.404(c).

- K. In the event Business Associate transmits or receives a Transaction on behalf of Covered Entity, it shall comply with all provisions of the Electronic Transactions Rule to the extent applicable.
- L. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- M. In its performance of the functions, activities, services, and operations for Covered Entity, Business Associate agrees to make only the minimum necessary uses and disclosures and requests for Protected Health Information.
- N. Business Associate shall not engage in the Sale of Protected Health Information or otherwise directly or indirectly receive direct or indirect remuneration in exchange for the disclosure of Protected Health Information of an Individual, unless Covered Entity or Business Associate has obtained a valid authorization from the Individual, consistent with the requirements under 45 CFR §164.508.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this BAA, Business Associate may:

- A. *Use or disclose* PHI for purposes of performing the functions, activities or services for, or on behalf of, each Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity or is permitted under paragraphs B and C below.
- B. *Use* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate.
- C. *Disclose* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate, provided that such disclosures are either Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. OBLIGATIONS OF COVERED ENTITY

Each Covered Entity shall:

- A. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. Provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by Covered Entity, except as set forth in Sections III.B and C.
- E. Disclose only the minimum necessary Protected Health Information to Business Associate as may be required for Business Associate to perform its services to Covered Entity, except that Covered Entity will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary.

V. TERM AND TERMINATION

- A. **Term.** As to each Covered Entity, the term of this BAA shall be effective as of the date set forth above in the first paragraph. This BAA shall terminate on the date Business Associate ceases to be obligated to perform functions, activities or services for Covered Entity under the Agreements. However, Business Associate's obligations under Articles II, III and V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate.
- B. **Termination for Cause.** Without limiting the rights of the Parties respecting termination under the Parties' Agreements:
 - 1. **By Covered Entity.** Upon Covered Entity's knowledge of a pattern of an activity or practice of Business Associate that constitutes a material breach or violation of this BAA by Business Associate with respect to PHI maintained for that Covered Entity, such Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity shall terminate this BAA and the Agreements if Business Associate does not cure the breach or end the violation within such reasonable time as is specified by Covered Entity, or immediately terminate this BAA and the Agreements if Business Associate has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

2. **By Business Associate.** Upon Business Associate's knowledge of a pattern of an activity or practice of Covered Entity that constitutes a material breach or violation of this BAA by such Covered Entity, Business Associate shall provide an opportunity for Covered Entity to cure the breach or end the violation. Business Associate shall terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity does not cure the breach or end the violation within such reasonable time as is specified by Business Associate, or immediately terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

C. **Effect of Termination.** Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section V.C, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out under Sections III.B and III.C which applied prior to termination; and
5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

VI. MISCELLANEOUS PROVISIONS

- A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question. In case a specific regulatory reference used in this BAA changes, as may occur when an enforcement body moves or otherwise changes its numbering system, this BAA shall remain in place and the Parties subject to the BAA shall use all reasonable efforts to discern the

correct and applicable reference currently in effect in order to optimally satisfy compliance obligations as set forth under governing law.

- B. **Amendment.** The Parties agree to take appropriate action as necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with the HIPAA Rules. Moreover, to the extent permitted by applicable law, upon the compliance date of any final regulation, or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this BAA, this BAA will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.
- C. **Survival.** The respective rights and obligations of the Parties to this BAA shall survive the termination of this BAA.
- D. **Governing Law.** This BAA shall be governed by the laws of the State of California.
- E. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the Parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the Parties may from time to time designate in writing.
- F. **Entire Agreement; Modification.** This BAA represents the entire agreement between Business Associate and each Covered Entity relating to the subject matter hereof and supersedes all prior oral and written agreements relating to the subject matter hereof. No provision of this BAA may be modified, except in writing, signed by the Parties.
- G. **No Third Party Beneficiaries.** There shall be no third party beneficiaries to this BAA, and no individual (including an Individual) or entity who is not a party to this BAA shall have any rights in connection with a breach or violation of this BAA.
- H. **Binding Effect.** This BAA shall be binding upon the Parties hereto and their successors and assigns.
- I. **Counterparts and Signature.** This BAA may be executed in any number of counterparts, which, when taken together, shall constitute one original. This BAA may be executed by an electronic or facsimile signature of an authorized representative of the Parties, and any such signature shall be deemed to be an original signature and shall be binding on the Parties to the same extent as if such electronic or facsimile signature were an original signature.
- J. **Interpretation of this Agreement.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this BAA to be executed as of the date first above written.

BUSINESS ASSOCIATE: DMIG/HUB International Inc., Fresno

By: _____

Name: Victor L. Gunderson

Title: SVP

Address of Business Associate:

548 W. Cromwell Ave., Ste. 101
Fresno, CA 93711

For Notices, a copy (which will not constitute notice) shall be sent to:

HUB International Limited
c/o Legal Department
300 N. LaSalle St., 17th Floor
Chicago, IL 60654

**PLAN SPONSOR: City of Madera
on behalf of its group health plan as Covered Entity**

By: _____

Name: _____

Title: _____

Address of Plan Sponsor:

205 W. Fourth Street
Madera, CA 93637

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Return to Agenda

REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of May 16, 2018

Agenda Item Number B-5


City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTING, CITY PROJECT NO. PK13-2018, CDBG PROJECT NO B10MC060053-10218020-7030 IN THE AMOUNT OF \$97,832.00 TO CABLE LINKS CONSTRUCTION GROUP, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT COST OF UP TO 15% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

RECOMMENDATION:

1. That the City Council approves Resolution No. 18-____
 - a. Approving the Award of Contract for Sunrise Rotary Sports Complex Soccer Field Lighting, City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020-7030 in the Amount of \$97,832 to Cable Links Construction Group, Inc.
 - b. Authorizing Construction Contingencies of up to 10% as approved by the City Engineer.
 - c. Authorizing Construction Inspection and Management Contingencies of up to 15%.
 - d. Authorizing the Mayor to execute the contract on behalf of the City.

SUMMARY:

The City received bids for the Sunrise Rotary Sports Complex Soccer Field Lighting, City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020-7030. Cable Links Construction Group, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. It is recommended that the City Council award the project to Cable Links Construction Group, Inc.

Engineering

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

www.cityofmadera.ca.gov

SITUATION:

The proposed project will provide soccer field lighting at the Sunrise Rotary Sports Complex. The work in general consists of furnishing all labor, material, and equipment necessary to perform all operations for the installation of conduit, wiring, connections and coordination for the installation of City furnished soccer field lights and all other work as shown on the plans and required by the specifications.

The City purchased soccer lights in 2014 for installation at Sunrise Rotary utilizing funds available at the time. The lights have been stored at the Public Works yard until funding was obtained for installation and the Engineering Department was able to complete Plans and Specifications enabling the project to go out to bid.

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper. The construction and bidding documents (plans and specifications) were distributed to Builders Exchanges in Fresno, Modesto and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield to address CDBG Federal Funding, DBE requirements. The plans and specifications were also posted on EBidBoard.com, a projects online listing service for contractors accessible from the City's website.

On April 24, 2018, the City received five (5) bids. All bids were checked for accuracy with the bidding requirements of the specifications and for validity of licenses and bid security. The bid from Kertel Communications, Inc. dba Sebastian, in the amount of \$98,920 was determined to be non-responsive because the contractor did not submit the required Community Development Block Grant (CDBG) forms as specified for the project. The bid from Power Design Electric, Inc., in the amount of \$173,000, was determined to be non-responsive because the contractor did not submit the required bid bond on the proper bid bond form as specified for the project. The bid from Valley Unique Electric, Inc., in the amount of \$ 240,000 was determined to be non-responsive because the contractor did not submit the required CDBG forms as specified for the project.

The qualified bidders and bids received are listed below:

Cable Links Construction Group, Inc.	\$ 97,832.00
Kertel Communications, Inc. dba Sebastian	\$ 98,920.00 *
David J. Boyle Electric Shop, LLC	\$110,415.00
Power Design Electric, Inc.	\$173,000.00 *
Valley Unique Electric, Inc.	\$240,000.00 *
Engineers Opinion of Cost	\$90,500.00

Cable Links Construction Group, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. It is recommended that the City Council award the project to Cable Links Construction Group, Inc.

* Denotes a non-responsive bid due to required form(s) not being submitted with bid. These bids are rejected.

The 15% Construction Inspection and Management Cost is higher than the typical 10% as additional surveying by a Surveyor is needed for pole locations and aiming point required for a laser mounted on each of the poles, which is utilized when installing lights. Secondly, pull box locations required for the future parking lot lighting next to soccer field needs to be coordinated by an Electrical Consultant as they will be shared with soccer field lighting.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
- Action 314.2 - Continue and expand facilities for youth-at-risk.
- Strategy 411 - Enhance and expand recreational activities.

FINANCIAL IMPACT:

Funding for the project is programmed in FY2017/18 including CDBG Funding in Account 10218020 and Chukchansi Grants Account No. 41096354.

Construction of the project will not have a financial impact on the City's General Fund, though ongoing utility costs will rise due to the addition of new lighting.

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTING, CITY PROJECT NO. PK13-2018, CDBG PROJECT NO B10MC060053-10218020-7030 IN THE AMOUNT OF \$97,832.00 TO CABLE LINKS CONSTRUCTION GROUP, INC. AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT COSTS OF UP TO 15% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, The Engineering Department advertised a solicitation for bids for Sunrise Rotary Sports Complex Soccer Field Lighting, City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020-7030, hereinafter referred to as "the Project"; and

WHEREAS, Sealed bids were received on April 24, 2018, and opened by the City Engineer; and

WHEREAS, Funding for Sunrise Rotary Sports Complex Soccer Field Lighting, City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020- is programmed in the Capital Improvement Projects Budget for FY 2017/18, and

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

HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.
3. The City finds that Cable Links Construction Group, Inc., is the lowest responsible and responsive bidder.
4. The contract for Sunrise Rotary Sports Complex Soccer Field Lighting, City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020-7030 in the amount of \$97,832.00 with Cable Links Construction Group, Inc., a copy of which is on file in the Office of the City Clerk and referred to for particulars, is approved.
5. Construction Contingencies of up to 10% and Construction Inspection and Management Contingencies of up to 15%, as approved by the City Engineer are hereby authorized.
6. The Mayor is hereby 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 May, 2018, between the City of Madera, hereinafter called "**OWNER**", and Cable Links Construction Group, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTING CITY PROJECT NO. PK 13-2018, CDBG PROJECT NO. B10MC060053-10218020-7030**"
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 \$97,832.00, 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) City of Madera Standard Specifications and Drawings
 - (L) State Standard Plans and Specifications ISSUE MAY 2015
 - (M) **PLANS and SPECIFICATIONS** prepared or issued by CITY OF MADERA, entitled "**SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTING CITY PROJECT NO. PK 13-2018, CDBG PROJECT NO. B10MC060053-10218020-7030**" dated **MARCH 2018** including Explanation of Bid Items, Technical Specifications, and Appendices.

Addenda Nos. 1, dated 04/17/18.

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 Indemnatee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required

to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", pages 45-46 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or Cable Links Construction Group, Inc. may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Cable Links Construction Group, Inc. shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by Cable Links Construction Group, Inc.;
2. A failure by Cable Links Construction Group, Inc. to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by Cable Links Construction Group, Inc. to City.

In no event shall any payment by City or acceptance by Cable Links Construction Group, Inc. constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Cable Links Construction Group, Inc. the repayment to City of any funds disbursed to Cable Links Construction Group, Inc. under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

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

To the Contractor Cable Links Construction Group, Inc.
5940 E. Shield Avenue
Fresno, CA 93727

Notices. All notices and communications from the Cable Links Construction Group, Inc. shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

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

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of Cable Links Construction Group, Inc. hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that Cable Links Construction Group, Inc. is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall

perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Cable Links Construction Group, Inc. in connection to the Project and correctly sets forth the obligations of the City and Cable Links Construction Group, Inc. to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

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

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

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

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

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

Brent Richardson, City Attorney

ATTEST:

Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____
Printed Name, Title

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

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

Acknowledgment

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

State of California)

County of _____)

On _____, 2018, before me, _____
(insert name and title of officer)

Personally appeared _____

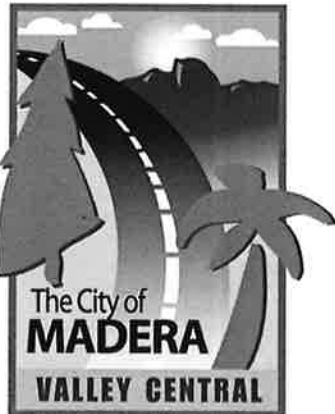
_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

REPORT TO CITY COUNCIL



Council Meeting of May 16, 2018

Agenda Item Number B-6

Approved by:

Wendy Zeller
Department Director

Steve Franzen
City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Ashley Williams

RECOMMENDATION

It is recommended Council reject the claim filed by Jomo K. Stewart, Esq., on behalf of his client Ashley Williams. The City will send a rejection notice to Mr. Stewart.

HISTORY

A claim was filed on April 23, 2018, by Ms. Williams. The claimant is alleging unlawful conduct of the City of Madera Police Department and its employees.

SITUATION

The claimant alleges on October 30, 2017, her daughter, G.M. was taken to Valley Children's Hospital after having seizure like symptoms and vomiting. Staff at the hospital determined that G.M. had suffered an injury causing bleeding of the brain. Ms. Williams alleges Madera Police Officer Clay Hoover and social workers employed by Fresno County removed G.M. from the care of Ms. Williams and the father Hector Mendez without exigent circumstances or a warrant. Ms. Williams alleges Officer Hoover as well as the social workers also ordered her other three children removed from Ms. Williams care. Ms. Williams alleges these three children were removed without the existence of exigent circumstances or a warrant as well.

In addition, Ms. Williams alleges G.M. underwent medical procedures without both parent's consent. Ms. Williams contends that the unlawful removal of her child was the result of inadequate training, supervision, and/or existence of policies, practices, customs and procedures of the City of Madera.

Ken Wilkerson, AIMS, investigated the claim and reviewed the Police Report and indicated it does not appear that Officer Hoover did anything he wasn't supposed

to do. The CPS worker would have been the person that placed the child under 300 W I, (welfare and institution code) which then places the child under the jurisdiction of the Juvenile Court. Mr. Wilkerson is recommending the City reject the claim as filed. Staff concurs with his recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the Vision or Action Plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

Madera City Clerk
RECEIVED

By: Palvarez
Date: 4/23/18

CLAIM AGAINST City of Madera
Claimant's name: Ashley Williams (Name of Entity) Telephone Number [REDACTED]
SS#: [REDACTED] DOB: [REDACTED] Gender: Male [REDACTED] Female X
Claimant's address: [REDACTED]
Address where notices about claim are to be sent, if different from above: [REDACTED]

Date of incident/accident: 10/30/17

Date injuries, damages, or losses were discovered: 10/30/17

Location of incident/accident: See Attachment

What did entity or employee do to cause this loss, damage, or injury? See attachment

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

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

What specific injuries, damages, or losses did claimant receive? See Attachment

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

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction.

Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see

Government Code 910(f)] Claimant intends to pursue an unlimited civil case with economic, non-economic, and potentially punitive damages to be determined at the time of trial.

How was this amount calculated (please itemize)? -----

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

Date Signed: 4-18-18 Signature: Jomo Stewart

If signed by representative:

Representative's Name Jomo K. Stewart Address

Lanzone Morgan LLP, 5001 Airport Plaza Drive, Suite 210, Long Beach CA 90815

Telephone# 562-596-1700

Relationship to Claimant: Attorneys



April 18, 2018

Via U.S. Certified Mail – Return Receipt Requested

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

Re: Ashley Williams vs. City of Madera/ Madera Police Department

Dear The Board of Supervisors of the City of Madera:

This claim involves the unlawful conduct of the City of Madera Police Department and its employees. Ashley Williams was the victim of the City of Madera employee's unlawful and negligent conduct. Claimant currently resides at [REDACTED]. All correspondence, however, should be directed to her attorneys in this matter, Jomo K. Stewart, Lanzone Morgan, LLP., 5001 Airport Plaza Drive, Suite 210, Long Beach, California 90815. I can also be reached by phone at (562) 596-1700.

Ms. Williams is the biological mother of the minors A.R., D.R., H.M., and G.M. Mr. Mendez is the biological father of H.M. and G.M. On October 30, 2017, G.M. was taken to Valley Children's Hospital after having seizure like symptoms and vomiting. Staff at the Hospital determined that G.M. had suffered an injury causing bleeding of the brain. On October 30, 2017, Officer Hoover with the Madera Police Department and social workers employed by Fresno County removed G.M. from the care of Ms. Williams and Hector Mendez, without exigent circumstances or a warrant. The aforementioned parties also ordered A.R., D.R., and H.M. to be removed from Ms. William's care.

Subsequently, on November 1, 2017, social workers with Fresno County organized and held a Team Decision Meeting with Ms. Williams and Mr. Mendez. At the conclusion of the meeting, social workers employed by Fresno County and Officer Hoover made the decision that A.R., D.R., and H.M. would be removed from their parents. These three minors were removed from their parents without the existence of exigent circumstances or a warrant.

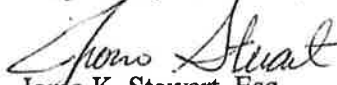
In addition, G.M. has underwent medical procedures without the consent of his parents. Moreover, Fresno County social workers have failed to disclose known exculpatory evidence to the Juvenile Court Judge and have failed to abide by mandatory statutes and regulations.

Ms. Williams contends that the unlawful removal of her children was the result of inadequate training, supervision, and/or the existence of policies, practices, customs and procedures of the City of Madera.

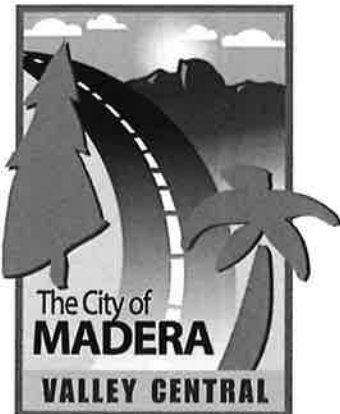
The facts outlined above support numerous legal claims, and Claimant intends to pursue an unlimited civil case with economic, non-economic, and potentially punitive damages to be determined at the time of trial. In compliance with Government Code section 910, subdivision (f), Claimants are not providing a dollar amount.

Please do not hesitate to contact me, as Claimant's representative, should you have any questions about the claim outlined above.

Respectfully submitted,


Jonno K. Stewart, Esq.

REPORT TO CITY COUNCIL



Council Meeting of May 16, 2018

Agenda Item Number B-7

Approved by:

Wendy Silva
Department Director

Steve Froyen
City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Hector Mendez.

RECOMMENDATION

It is recommended Council reject the claim filed by Jomo K. Stewart, Esq., on behalf of his client Hector Mendez. The City will send a rejection notice to Mr. Stewart.

HISTORY

A claim was filed on April 23, 2018, by Mr. Mendez. The claimant is alleging unlawful conduct of the City of Madera Police Department and its employees.

SITUATION

The claimant alleges on October 30, 2017, his daughter, G.M. was taken to Valley Children's Hospital after having seizure like symptoms and vomiting. Staff at the hospital determined that G.M. had suffered an injury causing bleeding of the brain. Mr. Mendez alleges Madera Police Officer Clay Hoover and social workers employed by Fresno County removed G.M. and H.M. from the care of Mr. Mendez and the mother Ashley Williams without exigent circumstances or a warrant.

In addition, Mr. Mendez alleges G.M. underwent medical procedures without both parents consent. Mr. Mendez contends that the unlawful removal of his child was the result of inadequate training, supervision, and/or existence of policies, practices, customs and procedures of the City of Madera.

Ken Wilkerson, AIMS, investigated the claim and reviewed the Police Report and indicated it does not appear that Officer Hoover did anything he wasn't supposed to do. The CPS worker would have been the person that placed the child under 300 W I, (welfare and institution code) which then places the child under the

jurisdiction of the Juvenile Court. Mr. Wilkerson is recommending the City reject the claim as filed. Staff concurs with his recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

Madera City Clerk

RECEIVED

By: [Signature]
Date: 4/23/18

CLAIM AGAINST City of Madera

Claimant's name: Hector L. Mendez (Name of Entity) Telephone Number [Redacted]

SS#: [Redacted] DOB: [Redacted] Gender: Male ☒ Female ☐

Claimant's address: [Redacted]

Address where notices about claim are to be sent, if different from above: [Redacted]

Date of incident/accident: 10/30/17

Date injuries, damages, or losses were discovered: 10/30/17

Location of incident/accident: See Attachment

What did entity or employee do to cause this loss, damage, or injury? See attachment

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

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

What specific injuries, damages, or losses did claimant receive? See Attachment

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

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction.

Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see

Government Code 910(f)] Claimant intends to pursue an unlimited civil case with economic, non-economic, and potentially punitive damages to be determined at the time of trial.

How was this amount calculated (please itemize)? -----

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

Date Signed: 4-18-18 Signature: [Signature]

If signed by representative:

Representative's Name Jomo K. Stewart Address

Lanzone Morgan LLP, 5001 Airport Plaza Drive, Suite 210, Long Beach CA 90815

Telephone# 562-596-1700

Relationship to Claimant: Attorneys



April 18, 2018

Via U.S. Certified Mail – Return Receipt Requested

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

Re: Hector Mendez vs. City of Madera/ Madera Police Department

Dear The Board of Supervisors of the City of Madera:

This claim involves the unlawful conduct of the Madera Police Department and its employees. Hector Mendez was the victim of the City's employee's unlawful and negligent conduct. Claimant currently resides at [REDACTED] All correspondence, however, should be directed to his attorneys in this matter, Jomo K. Stewart, Lanzone Morgan, LLP., 5001 Airport Plaza Drive, Suite 210, Long Beach, California 90815. I can also be reached by phone at (562) 596-1700.

Mr. Mendez and Ashley Williams are the biological parents of H.M. and G.M. On October 30, 2017, G.M. was taken to Valley Children's Hospital after having seizure like symptoms and vomiting. Staff at the Hospital determined that G.M. had suffered an injury causing bleeding of the brain. On October 30, 2017, Officer Hoover with the Madera Police Department and social workers employed by Fresno County removed G.M. from the care of Ms. Williams and Hector Mendez, without exigent circumstances or a warrant. The aforementioned parties also ordered H.M. to be removed from Mr. Mendez's care.

Subsequently, on November 1, 2017, social workers with Fresno County organized and held a Team Decision Meeting with Ms. Williams and Mr. Mendez. At the conclusion of the meeting, social workers employed by Fresno County and Officer Hoover made the decision that H.M. would be removed from his parents. This minor was removed from his parents without the existence of exigent circumstances or a warrant.

In addition, G.M. has underwent medical procedures without the consent of his parents. Moreover, Fresno County social workers have failed to disclose known exculpatory evidence to the Juvenile Court Judge and have failed to abide by mandatory statutes and regulations.

Mr. Mendez contends that the unlawful removal of his children was the result of inadequate training, supervision, and/or the existence of policies, practices, customs and procedures of the City of Madera.

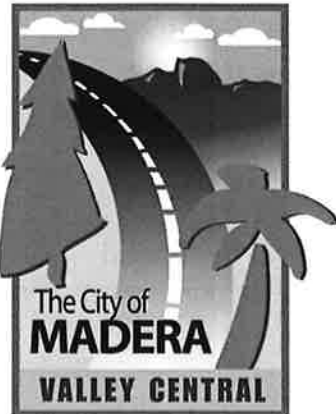
The facts outlined above support numerous legal claims, and Claimant intends to pursue an unlimited civil case with economic, non-economic, and potentially punitive damages to be determined at the time of trial. In compliance with Government Code section 910, subdivision (f), Claimants are not providing a dollar amount.

Please do not hesitate to contact me, as Claimant's representative, should you have any questions about the claim outlined above.

Respectfully submitted,


Jomo K. Stewart, Esq.

REPORT TO CITY COUNCIL



Council Meeting of May 16, 2018

Agenda Item Number B-8

Approved by:

Wendy Silva
Department Director

Steve Frasier
City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Cynthia Childlaw Diaz

RECOMMENDATION

It is recommended Council reject the claim filed by Cynthia Childlaw Diaz. The City will send a rejection notice to Ms. Diaz.

HISTORY

A claim was filed on April 19, 2018 by Ms. Diaz. The claimant is alleging that pothole on Kennedy Street damaged their tire and rim. They are seeking \$466.09 in damages for a new tire, rim, and alignment.

SITUATION

The claimant alleges that on April 18, 2018 they struck a large pothole on Kennedy Street ¼ mile away from Granada right across from the Mobile Home Park. Ms. Diaz is alleging that the pothole damaged the right front passenger tire and rim. Due to the damages, she had to get an alignment. Ms. Diaz stated that she went to Les Schwab Tire to purchase a new tire. Ms. Diaz is seeking reimbursement for the expenses she incurred at Les Schwab Tire. She believes that the City failed to maintain the roadway and it should pay for her expenses.

Suzanne Johnson, AIMS, investigated the claim. She spoke with Ms. Diaz and Bob Mack, Public Works Streets Operation Manager. Ms. Diaz stated that she was traveling 35 to 40 mph when she hit a large and deep pothole. She stated that the pothole extended into the right side of the roadway from the dirt shoulder and nothing was covering it. Ms. Diaz stated that she could not avoid the pothole because there was an oncoming vehicle that was close to the center yellow line. She believed that if she swerved to avoid the pothole she might have hit the other vehicle in the opposite lane. She did not contact her insurance company because she felt that the City was responsible for the maintenance of the street.

According to Ms. Diaz's photographs and the City's photographs taken by Bob Mack, the alleged pothole was not a pothole but the edge/right shoulder of the roadway. Mr. Mack provided measurements of the width of the lane. The measured distance from the center line to the area Ms. Diaz termed a pothole exceeded 12 feet. The measurements indicated that there was ample room to travel in the lane without driving into the shoulder/edge of the roadway. Mr. Mack repaired the shoulder area after the subject incident. He advised Ms. Johnson that the dirt shoulder in that area was not flush with the grade of the paved surface. Mr. Mack stated that he was not aware of any notices or complaints prior to the date of loss.

Based on Ms. Johnson's investigation she found no evidence of negligence and/or liability on the part of the City. To be liable in a situation like this, the City must be in receipt of an active or constructive notice of a dangerous condition that it has failed to remediate within 10 days of notice. There were no notices or complaints with regard to the subject "pothole" prior to the date of loss. Also, the alleged pothole was not a pothole but rather the shoulder of the roadway. The City confirmed that the travel lane was wide enough for vehicle traffic. However, Ms. Diaz drove on the shoulder of the roadway when she encountered the irregularity of the pavement. Therefore, Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the Vision or Action Plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

APR 19 2018

CLAIM FORM

BY 3L

(Please Type Or Print)

CLAIM AGAINST

City of MADERA

Claimant's name:

Cynthia Chidlaw DIAZ

Telephone Number

SS#

DOB

Gender: Male

Female ☒

Claimant's address:

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

Date of incident/accident:

4-18-18

Date injuries, damages, or losses were discovered:

4-18-18

Location of incident/accident:

Kennedy Street 1/4 mile away from Granada

What did entity or employee do to cause this loss, damage, or injury?

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

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

What specific injuries, damages, or losses did claimant receive?

Rim & tire destroyed
your pot hole is so big and never fixed like are the

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

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

\$ 466.09

How was this amount calculated (please itemize)?

New tire, a used rim (not new) and a alignment we

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

Date Signed:

4-19-18

Signature:

Cynthia Chidlaw Diaz

If signed by representative:

Representative's Name

Address

Telephone #

Relationship to Claimant

Any other questions please call me. We feel
you need to pay this for not maintaining the roads.

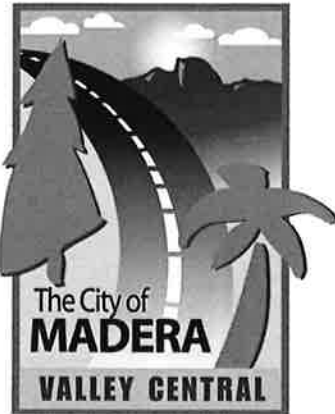
across from the Mobile home park.

3rd car to have to replace a tire and a rim.
Les Schwab had 2 the day we went in.

Could of ordered a new rim but we went
with a used one from Oregon

Its very big and as stated we are not the
only ones. Thank you —

REPORT TO CITY COUNCIL



Council Meeting of May 16, 2018

Agenda Item Number B-9

Approved by:

Wendy Silva
Department Director

Steve Franjer
City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Susan Green

RECOMMENDATION

It is recommended Council reject the claim filed by Susan Green. The City will send a rejection notice to Ms. Green.

HISTORY

A claim was filed on April 20, 2018 by Ms. Green. The claimant is alleging that a pothole on Avenue 12 damaged her left front tire. Ms. Green is seeking \$185.13 in damages from the City for replacement of her tire.

SITUATION

The claimant alleges that on April 13, 2018 she was traveling on Avenue 12 near the tracks when she struck a pothole. The pothole damaged her left front tire. Ms. Green is seeking \$185.13 in damages from the City for tire replacement. This is based upon a repair estimate from Schoettler Tire, Inc.

The City confirmed that the alleged incident occurred outside the City limits. Therefore, the City of Madera would have no liability exposure for the claimant's damages.

As such, Suzanne Johnson, AIMS, has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the Vision or Action Plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

APR 20 2018

CLAIM FORM

BY 31

(Please Type Or Print)

CLAIM AGAINST

Claimant's name: SUWAN GREEN (Name of Entity) Telephone Number ()

SS#: DOB: Gender: Male Female (S)

Claimant's address:

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

Date of incident/accident: 04-13-18

Date injuries, damages, or losses were discovered: 04-13-18

Location of incident/accident: Ave 12 By tracks

What did entity or employee do to cause this loss, damage, or injury? there is a very Big pothole
(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? My front Drivers Side TIRE NEEDED TO BE REPLACED.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

How was this amount calculated (please itemize)? ATTACHED Receipt from Schoettler Tire.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

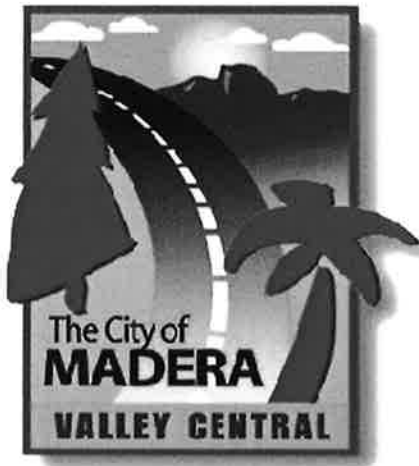
Date Signed: 04/20/18 Signature: SUWAN GREEN

If signed by representative:

Representative's Name Address

Telephone #

Relationship to Claimant



REPORT TO CITY COUNCIL

MEETING DATE: May 16, 2018

AGENDA ITEM NUMBER: B-10

Approved By:


INTERIM PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Appointing Donald Horal, Richard Broadhead, Richard Gould, and Issa Zacharia to the City of Madera Airport Advisory Commission.

RECOMMENDATION:

Staff recommends that the Council adopt a Resolution appointing Donald Horal, Richard Broadhead, Richard Gould, and Issa Zacharia to the City of Madera Airport Advisory Commission (AAC).

DISCUSSION:

The City of Madera AAC is a City Council appointed advisory body established in order to serve in an advisory capacity to the City Council and staff on matters involving the Madera Municipal Airport. The AAC is tasked with reviewing the annual budget, recommending capital projects, reviewing and recommending Airport policies and operation procedures and reviewing and recommending action regarding land use surrounding the Airport. The Commissioners are nominated by an individual Council Member and serve a term of four years, concurrent with the Council Member. The term of office for the following Commissioners have expired, therefore new appointments or reappointments are necessary at this time:

Mayor (Poythress)
Council District 2 (Medellin)
Council District 4 (Robinson)
Council District 6 (Holley)

Donald J. Holley
Donald Horal
Richard Broadhead
Richard Gould

Mayor Medellin has indicated a desire to nominate and would like to re-appoint Donald Horal to the AAC to serve a term concurrent with his own. Mr. Horal is a current member of the AAC and has expressed his desire to remain on the Commission.

Councilman Holley has indicated a desire to nominate and would like to re-appoint Richard Gould to the AAC to serve a term concurrent with his own. Mr. Gould is a current member of the AAC and has expressed his desire to remain on the Commission.

Councilman Robinson has indicated a desire to nominate and would like to re-appoint Richard Broadhead to the AAC to serve a term concurrent with his own. Mr. Broadhead is a current member of the AAC and has expressed his desire to remain on the Commission.

Councilman Rodriguez has indicated a desire to nominate and would like to appoint Issa Zacharia to the AAC to serve a term concurrent with his own. Mr. Zacharia would be new member to the AAC. Per the AAC Rules of Procedure, Mr. Zacharia has the necessary experience and knowledge to be a beneficial addition for the Commission (Exhibit A). Mr. Zacharia has his commercial pilot license. He has been a resident of Madera for 34 years and plays an active role in the community being involved with several organization, such as Kiwanis, Madera Community Hospital Committee, Rotary, and the Civil Service Commission.

With three nominees being current members of the Commission and one being newly appointed to the Commission, it has been determined that they all possess the necessary experience as required in the AAC Rules of Procedures, "1. Membership: ... All members shall reside in Madera County, should have some knowledge or connection to aeronautics and at least four members shall be residents of the City of Madera..."

FINANCIAL IMPACT:

There is no financial impact from the recommended action, as the Commission serves without compensation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this item does not directly implement a Vision action item, it is not in conflict with one either.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPOINTING DONALD HORAL,
RICHARD BROADHEAD, RICHARD GOULD, AND ISSA
ZACHARIA TO THE CITY OF MADERA AIRPORT
ADVISORY COMMISSION**

WHEREAS, vacancies exist in the City of Madera Airport Advisory Commission for the Mayor and City Council Members; and

WHEREAS, the City Council, in previous action, has adopted an Ordinance that specifies nomination and appointment procedures and terms of office for members of City Boards and Commissions; and

WHEREAS, Donald Horal has been duly nominated to fill the vacancy of the appointment for Mayor Medellin; and

WHEREAS, Richard Broadhead has been duly nominated to fill the vacancy of the appointment for Council Member Robinson; and

WHEREAS, Richard Gould has been duly nominated to fill the vacancy of the appointment for Council Member Holley; and

WHEREAS, Issa Zacharia has been duly nominated to fill the vacancy of the appointment for Council Member Rodriguez; and

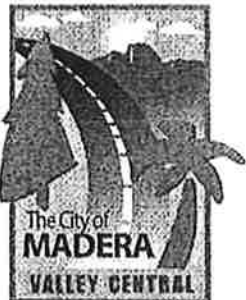
WHEREAS, the nominees have the requisite experience and desire to fulfill the responsibilities of the post.

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. Donald Horal, Richard Broadhead, Richard Gould, and Issa Zacharia are hereby appointed to the Airport Advisory Commission of the City of Madera for the term prescribed by Ordinance.
3. This Resolution is effective immediately upon adoption.

* * * * *



CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- | | |
|---------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> ADA Advisory Council | <input checked="" type="checkbox"/> Airport Advisory Committee |
| <input type="checkbox"/> Beautification Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Transit Advisory Board |
| <input type="checkbox"/> Other: _____ | |

Please type or print in ink.

LAST NAME <u>Zachana</u>	FIRST NAME <u>Issa</u>	M.I. <u>Zah</u>
HOME ADDRESS <u>[REDACTED]</u>	CITY, STATE, ZIP <u>Madera, CA 93637</u>	HOME PHONE <u>[REDACTED]</u>
MAILING ADDRESS <u>same</u>	CITY, STATE ZIP <u>[REDACTED]</u>	E-MAIL ADDRESS <u>[REDACTED]</u>
EMPLOYER <u>Self</u>	JOB TITLE <u>[REDACTED]</u>	BUSINESS PHONE <u>[REDACTED]</u>

LENGTH OF RESIDENCE IN CITY OF MADERA <u>34</u> YEARS ____ MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? <input checked="" type="checkbox"/> YES ____ NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? ____ YES <input checked="" type="checkbox"/> NO
----------------------------------------------------------------------	------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------

EDUCATIONAL BACKGROUND:

High School

Commercial Pilot's License

Security & Investigator License

Homeland Security Level IV

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Kiwanis
Madera Community Hospital Committee
Rotary, Masonic 32nd Degree

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

Civil Service Commission Madera

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I have vast experience in airplanes and regulations, as well as a successful business owner. I have knowledge of homeland security protocols that would be a great asset to onsite on the airport Advisory.

REFERENCES (Optional):

Sheriff John Anderson, Bob Kelley, Monte Pistoresi

4-19-18

DATE



SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-0446



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF May 16, 2018

AGENDA ITEM NUMBER B-11

APPROVED BY


GRANTS ADMINISTRATOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES FOR THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT EAST YOSEMITE AVENUE AND ELM STREET TRAFFIC SIGNAL PROJECT

RECOMMENDATION:

Staff recommends Council adopt the Resolution.

DISCUSSION:

The 2017/2018 Community Development Block Grant (CDBG) Annual Action Plan was submitted to the U.S. Department of Housing and Urban Development (HUD) on May 18, 2017. The Agreement for Services, funded by the City of Madera's CDBG, to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construct ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility and traffic circulation at the intersection of East Yosemite Avenue and Elm Street was approved by the Mayor and City Council on September 20, 2017.

Agreements with subrecipients are a central part of the subrecipient requirements of the CDBG program for Entitlement Communities. It fulfills a legal requirement by presenting a concise statement of the rules for the CDBG program and the conditions under which funds are provided. Also, it provides a yardstick for monitoring subrecipient performance. In addition, HUD CDBG regulations (24 CFR 570.503) require that grantees have written agreements in effect for each subrecipient before giving out any CDBG funds. The written Agreement must remain in effect during any period that the subrecipient has control over any CDBG funds.

The existing Agreement expires June 30, 2018. Several factors are contributing to this request to extend the Period of Performance and, to address the factors, the Engineering Department

submitted a Request for a six-month extension to December 31, 2018. (Please see Attachment A.) The delays the Engineering Department must factor into the completion of the project are as follows:

- It was nearly four months into the program year before Engineering could affectively begin work without placing the City at risk, due to HUD's delay in issuing final CDBG allocations for that federal fiscal year
- Upon confirmation of the final formula allocation, City of Madera Engineering staff initiated the project.
- The project required two attempts to secure a contractor.
- During the first attempt, a lack of good faith effort to meet CDBG requirements resulted in a need to void the first advertisement.
- As a result, approximately ten weeks were lost.
- Generally, traffic signal poles have a lead time of approximately 12 to 14 weeks.
- An additional four weeks, or an 18-week lead time, is needed for this project's traffic signal poles.
- The traffic signal pole submittal was approved the first week of March.
- Consequently, this places the delivery date to about the end of July.
- The requested six-month extension allows for the completion of punch list items, release of the retention, invoicing and completion of the final closeout documents.

Based on the above factors, Grants Department staff acknowledges the factors delaying the project. The City Engineering Department submitted a Project Schedule to address factors that delay the project's completion. (Please see Attachment B.) Staff is confident the extended performance period will suffice to complete the project. Grants Department staff recommends Council adopt the Resolution for this much-needed infrastructure improvement project. The traffic signal and the project's additional elements are much-needed improvements for the intersection. They not only include the improvements to the street and intersection, they also enhance the current pedestrian facilities as well as improve ADA accessibility. It will improve the path of travel to and from nearby commercial establishments and residences for the approximately 9,359 low-to-moderate-income population in the surrounding area located within Census Tract 9.00.

FINANCIAL IMPACT:

Approval of the extended performance period will not impact the General Fund because the project's budget consists of CDBG and Local Transportation Funds.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The project meets the Plan's Strategies as follows:

113.3: Establish budgets to ensure City facilities that provide services to the public are ADA compliant.

121.10: Add facilities and amenities for the public.

126.6: Establish budgets to redevelop existing streets to install sidewalks, curb cuts, streetlights, and landscaping strips.

RESOLUTION NO: 18-____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR
SERVICES FOR THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT
EAST YOSEMITE AVENUE AND ELM STREET TRAFFIC SIGNAL PROJECT**

WHEREAS: the Agreement for Services Funded by the City of Madera Community Development Block Grant (CDBG) to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construct ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility and traffic circulation at the intersection of East Yosemite Avenue and Elm Street was approved by the City Council on September 20, 2017;

WHEREAS: the 2017/2018 CDBG Annual Action Plan was submitted to the U.S. Department of Housing and Urban Development (HUD) on May 18, 2017 before the CDBG confirmation of the final formula allocations for all Entitlement Communities were announced, which did not occur until October 17, 2017, much later than in recent years;

WHEREAS: agreements with subrecipients are a central part of the subrecipient requirements of the CDBG program for Entitlement Communities and they provide a yardstick for monitoring subrecipient performance, and;

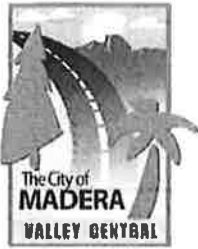
WHEREAS: the written Agreement must remain in effect during any period that the subrecipient has control over any CDBG funds, and;

WHEREAS: in consideration of the potential financial risk to the City, several City of Madera CDBG-funded services and projects elected not to incur expenses until confirmation of the final formula allocation were received from HUD, and;

WHEREAS: staff and the City Council acknowledge the factors that delay completion of the East Yosemite Avenue and Elm Street Traffic Signal Project.

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

1. The above recitals are true and correct.
2. Amendment No. 2 to the Agreement for Services for the 2017/2018 Community Development Block Grant East Yosemite Avenue and Elm Street Traffic Signal Project, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Amendment on behalf of the City.
4. This resolution is effective immediately upon adoption.



CITY OF MADERA
ENGINEERING DIVISION
205 W. 4TH STREET MADERA, CA 93637
TEL: (559) 661-5418 - **FAX:** (559) 675-6605

Date: May 1, 2018
To: Jorge Rojas, Program Manager – Grants
From: Keith Helmuth, City Engineer
Subject: Yosemite and Elm Traffic Signal – Request for Extension for CDBG Funding

The Engineering Department is requesting a six-month extension to the Agreement dated July 1, 2017 for the CDBG funded Pedestrian Safety and Traffic Signal at Yosemite Avenue and Elm Street Project.

The City of Madera awarded the project to Bush Engineering in December 20, 2017. The Contract Agreement was signed on January 4th, 2018. The pre-construction meeting was held on January 18th, 2018. The City of Madera in collaboration with Caltrans reviewed and approved the project submittals. The request for extension is being requested due to the following reasons:

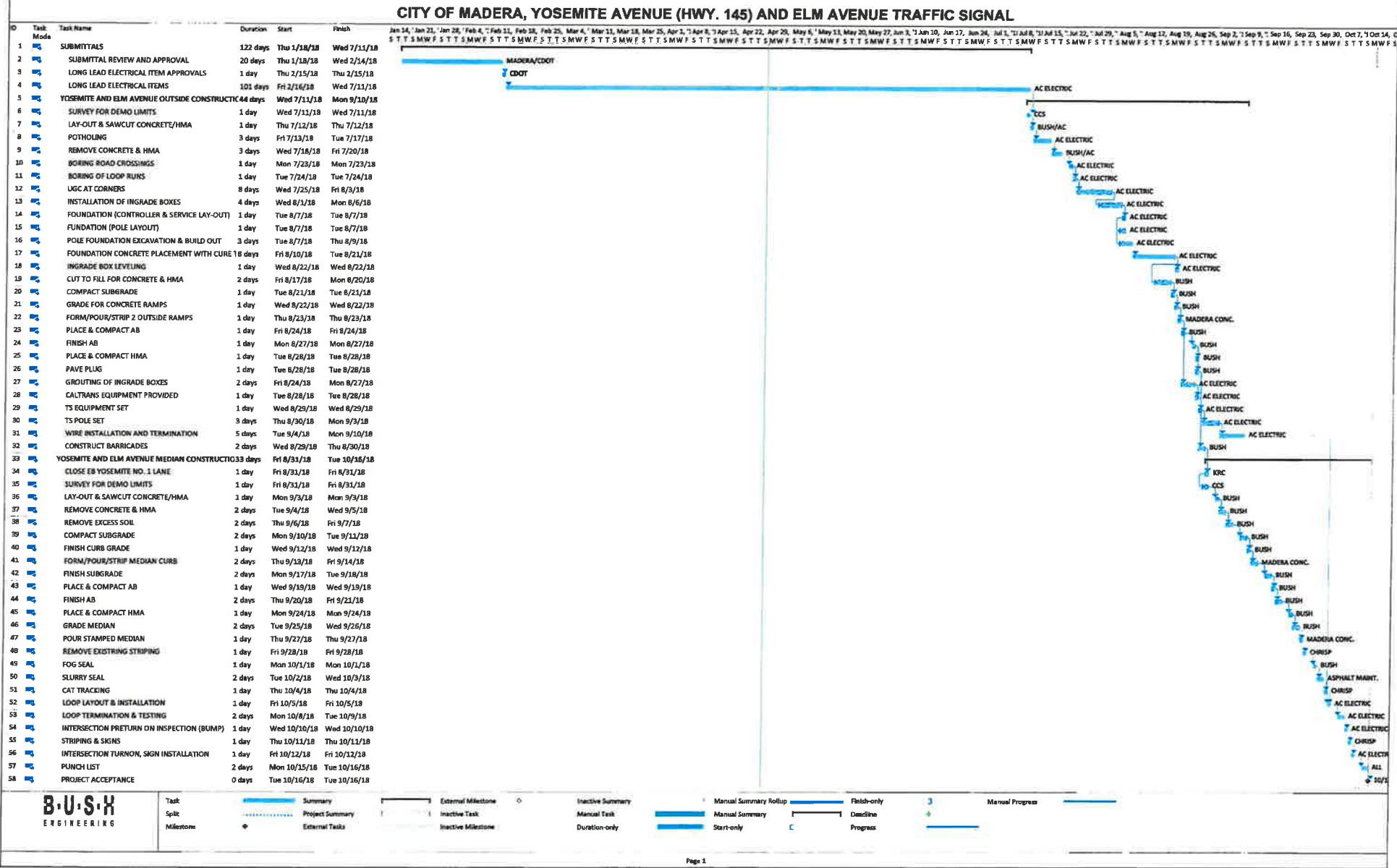
- The current contract represents the second attempt at securing a contractor that meets the CDBG requirements because the first advertisement had to be voided due to lack of good faith effort to meet CDBG requirements and approximately 10 weeks were lost as a result of that effort.
- The traffic signal poles have a lead time of approximately 18 weeks for this project where approximate 12 to 14 is more common. The traffic pole submittal was approved on first week of March so the estimated delivery date is about end of July.

It is therefore requested that an extension of six months be granted in order to accommodate the completion of the project including punch list items, release of retention, invoicing and completing final closeout documents. The engineering department is requesting an extension to December 31, 2018.

If you have any questions, or need additional information, please contact Jose Sandoval, Assistant Engineer at jsandoval@cityofmadera.com or at (559) 661-5418.

Sincerely,

Keith Helmuth
City Engineer



**AMENDMENT NO 2 TO THE AGREEMENT FOR SERVICES
FUNDED BY THE CITY OF MADERA'S COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
CITY OF MADERA ENGINEERING DEPARTMENT**

This Amendment No. 2 to the Agreement for Services to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of East Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility and traffic circulation at the East Yosemite Avenue and Elm Street intersection (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and the City of Madera Engineering Department (hereinafter called ("CONTRACTOR")) is entered into this 16th day of May 2018.

WITNESSETH

WHEREAS, CITY has provided funding for services to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of East Yosemite Avenue, hereinafter called "Project", and

WHEREAS, CITY and CONTRACTOR entered into an Agreement dated July 1, 2017 to carry out the Project, and;

WHEREAS, the City Council approved Resolution No. 17-186 to amend the Agreement on November 15, 2017, and;

WHEREAS, it was nearly four months into the program year before Engineering could affectively begin work without placing the City at risk, due to HUD's delay in issuing final CDBG allocations for that federal fiscal year. Upon confirmation of the final formula allocation, City of Madera Engineering staff initiated the project. The project required two attempts to secure a contractor. During the first attempt, a lack of good faith effort to meet CDBG requirements resulted in a need to void the first advertisement. As a result, approximately ten weeks were lost. Generally, traffic signal poles have a lead time of approximately 12 to 14 weeks. An additional four weeks, or an 18-week lead time, is needed for this project's traffic signal poles. The traffic signal pole submittal was approved the first week of March. Consequently, this places the delivery date to about the end of July. The requested six-month extension allows for the completion of punch list items, release of the retention, invoicing and completion of the final closeout documents.

WHEREAS, CONTRACTOR has requested an extension to the Period of Performance, and;

WHEREAS, Amendment No. 2 is necessary to revise the Agreement.

NOW THEREFORE:

The parties hereto mutually agree as follows:

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance and construction of ADA compliant ramps on both sides of East Yosemite Avenue dated July 1, 2017 between CITY and CONTRACTOR shall be amended as follows:

Item No. 1: Paragraph 1 of the Agreement shall be Amended to read as follow:

1. Services

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

Item No. 2: Paragraph 6 of the Agreement shall be Amended to read as follows:

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017 and shall end its performance December 31, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the City.

**THE CITY OF MADERA ENGINEERING
DEPARTMENT**

By: _____
Keith Helmuth, City Engineer

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO LEGAL FORM

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

RECEIVED
13-16-17 JK

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PEDESTRIAN SAFETY AND TRAFFIC SIGNAL
AT YOSEMITE AVENUE AND ELM STREET INTERSECTION
PROPOSAL FORM
2017/2018**

DATE SUBMITTED: March 16, 2017

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

Address: 205 W. Fourth Street Madera, Ca. 93637

Contact Person: Rosalva Ramirez Phone: (559) 661-5418

Concurrence: 
Keith B. Helmuth, City Engineer

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

The proposed project will make safety, accessibility and traffic improvements to the Yosemite and Elm intersection in the City of Madera. This will include the construction and installation of a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk. These improvements will help mitigate the current and future traffic congestion and provide additional pedestrian safety measures to facilitate access to the various commercial services located adjacent to the intersection, for area residents.

2. Need (Explain why project is needed.):

The existing intersection has Elm Street meeting Yosemite Avenue at a 'T' with only right turns allowed from Elm Street onto Yosemite Avenue. In 2006 a traffic analysis was conducted as part of the requirements for the Sugar Pine Village Development, now the Crossroads Shopping Center. The results of this analysis showed that with the projected traffic volumes, the existing intersection would not function adequately. The study recommended the installation of a traffic signal to address the congestion and safety issues. The new signal would allow for right and left turns onto Yosemite Avenue from Elm Street as well as provide time for pedestrians to cross Elm Street and Yosemite Avenue.

The proposed pedestrian improvements would provide a much-needed path for residents to access the commercial establishments located adjacent to the project. The area surrounding the project has a high low-income population that regularly use the local grocery store, Rancho San Miguel, the Pharmacy and other services in the shopping center at this location. Currently the nearest crosswalks (both signalized) are about 900 feet to the east and 3,400 feet to the west. This project would respond to the highly prioritized community need presented in the five-year consolidated plan; specifically, under: Item #1 making street improvements, Item #3 making sidewalk improvements as well as Item #11 improving ADA accessibility to public facilities.

This project was previously advertised and set to begin construction in 2013; however, due to the dissolution of the Redevelopment Agency (RDA), the project was postponed. Since 2013, the residential and commercial development in the area has continued to grow given area residents' increased demand for services. The traffic volumes and the number of projected pedestrians to use the intersection continues to increase which create not only congestions issues but increase the risk of traffic and pedestrian accidents.

Given the time that has elapsed since the project was originally planned in 2006 until now and additional requirements established by Caltrans, the cost of this signal is substantially more than that which was originally planned. The City has not been able to cover the cost of these improvements since then. Thus, without a meaningful source of funding; such as CDBG, the City must continue to delay or cancel this much-needed project. The City has diligently worked on preparing this project for construction, anticipating applying and obtaining CDBG funding and working to secure additional City funds.

These improvements would not only provide a safe and adequate intersection for drivers and pedestrians, but also would promote and support local businesses; thereby continue to reduce blithe in the neighborhood and support the service needs of community residents, including many seniors and disabled folks that utilize walkers and wheelchairs. Residents would have greater and safer access to the multiple services in the adjacent commercial developments as well as access to the bus stop found near the intersection.

3. Estimated cost of project and source of estimate (if available): \$ 650,000.00

The engineer's estimate including the bread down of costs for construction management and inspection is attached.

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The pedestrian facilities as part of the traffic signal project will be funded by the available development impact funds. These funds are limited and are used for reimbursements of development projects. The fund would provide \$250,000 for the project with a need of \$400,000 from the CDBG grant.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

The City anticipates receiving final approval from Caltrans shortly in April or May. With this approval, the project is ready for advertisement and construction as soon as the CDBG funds are approved. Please see the attached project schedule for construction.

5. What measureable goals will your program deliver?

The project will create an intersection with the capacity to effectively and safely support the current and projected traffic volumes for the residents in close proximity to the intersection.

6. What are the project's expected outcomes? How are the outcomes assessed?

There are two outcomes. First, a protected pedestrian crossing on a State Highway will be provided where none previously existed. Pedestrian crossings at traffic signals represent the highest level of protection and safety as borne out in innumerable traffic engineering publications. Second, increase the capacity of the intersection. This is assessed by determining the level of service of the intersection. With the installation of this traffic signal the intersection will operate at an acceptable level of service.

7. What National Objective does your program meet?

The pedestrian and intersection improvements meet the following national objectives:

1. **The project is in a low-income area**
2. **The project is adding improvements that encourage future development on vacant lots in the area and eliminate the blight.**

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

The traffic signal is a much-needed public improvement. The project not only includes the improvements to the street and intersection but will also enhance the current pedestrian facilities as well as improve ADA accessibility.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

There are no historical sites in the project area that would be affected.

- a. **How old is the affected structure? NA**
- b. **Will this project affect an historically significant (or potentially historic) structure? NA**

2. Archeological:

- a. Will this project involve any ground disturbance?

The project will cause minimal ground disturbance as required to install the signal pole bases and electrical conduit.

- b. If so, how deep will excavation be and what is the volume of earth to be moved?
NA

3. Water:

- a. Does this project involve a sewer or water system?

No existing sewer or water systems will be disturbed due to this project.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

- a. Number of persons served annually:

The project is in the CDBG qualifying census tract 9. Referencing to the 2015 census the project will positively benefit approximately 9,359 low to moderate income residents in the surrounding neighborhoods.

- b. Service Area:

Number of City residents served annually:

Approximately 9,359 residents in the surrounding area would benefit from the proposed improvements and pedestrian facilities at Yosemite Avenue and Elm Street.

Number of persons with disabilities or seniors served:

The traffic signal would provide a controlled intersection for the numerous seniors, disabled, and access to the transit systems that service the senior and disabled in the community. This project would provide safe access to the adjacent businesses and community centers. A few of the businesses in the immediate area include a community church, grocery stores, pharmacy and restaurants. Yosemite Avenue is also a main access street to the schools and community center located south of Yosemite Avenue at Tozer Street.

2. How will the proposed project prevent or eliminate slums or blight?

The proposed project is in a low-income area with vacant lots on the north and west side of the intersection that are creating blight in the area. With the increase in traffic volumes brought on by the adjacent shopping center the existing intersection is functioning at a low capacity. Construction of the crosswalk improvements would aid in creating a more attractive setting for future development and the associated traffic demands within this census tract.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

The improvements are essential to current efforts underway to revitalize the City's downtown area. The shopping center at this location was a project brought forth by the RDA to improve the low-income area and bring much needed facilities to the neighbors. Please see that the attached letter of support from the RDA.

2. Note complaints that have been received, etc.

The RDA gauged the need for the original project through community interactions in 2008. The pedestrian and intersection improvements were always a part of that original plan presented to the residents.

3. Evidence of collaboration with other agencies within the community.

The City of Madera is working closely with Caltrans in the design of this project. Caltrans is supportive of the pedestrian and ADA improvements on Yosemite Avenue as a State Highway. Members of the Madera County Transportation Commission (MCTC) have voiced their concerns regarding the safety and traffic conditions of this intersections at various MCTC meetings. The Madera Fire Department is also in favor the of the safety improvements that this project will provide. Please see that the attached letter of supports from the Madera Fire Department and the Madera County Supervisor attached.

Please see the eligible CDBG Census Tract map below.

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

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

DUE DATE:

March 16, 2017, 5:00 p.m.

CONTACT PERSON:

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

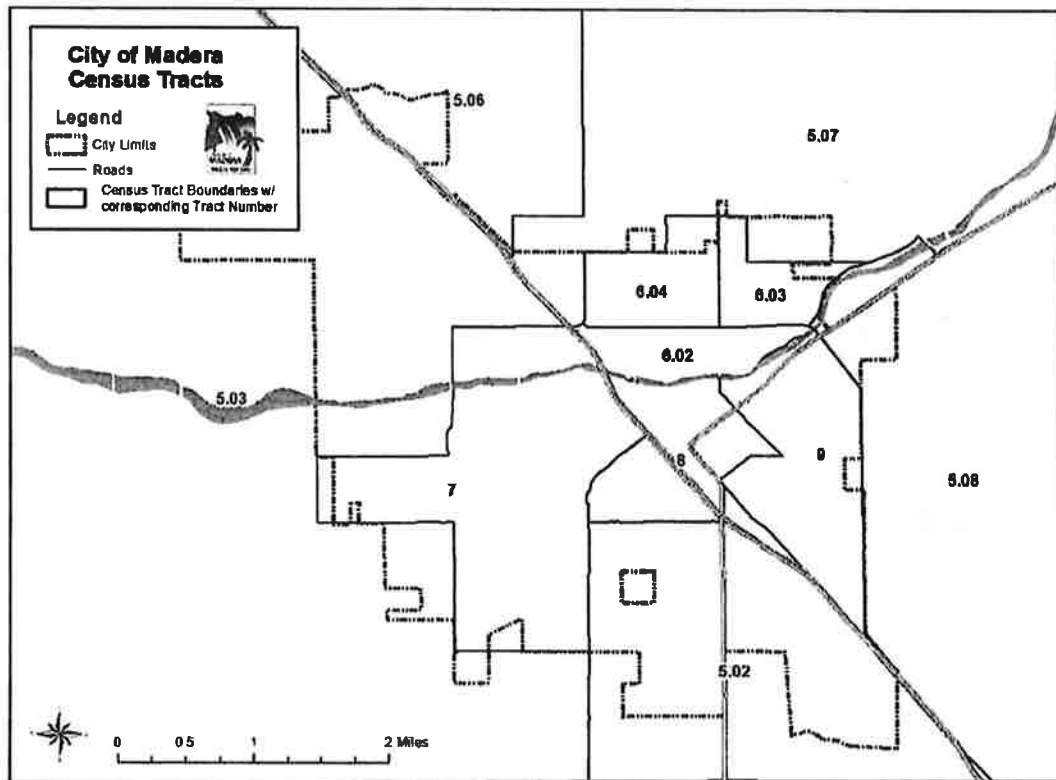
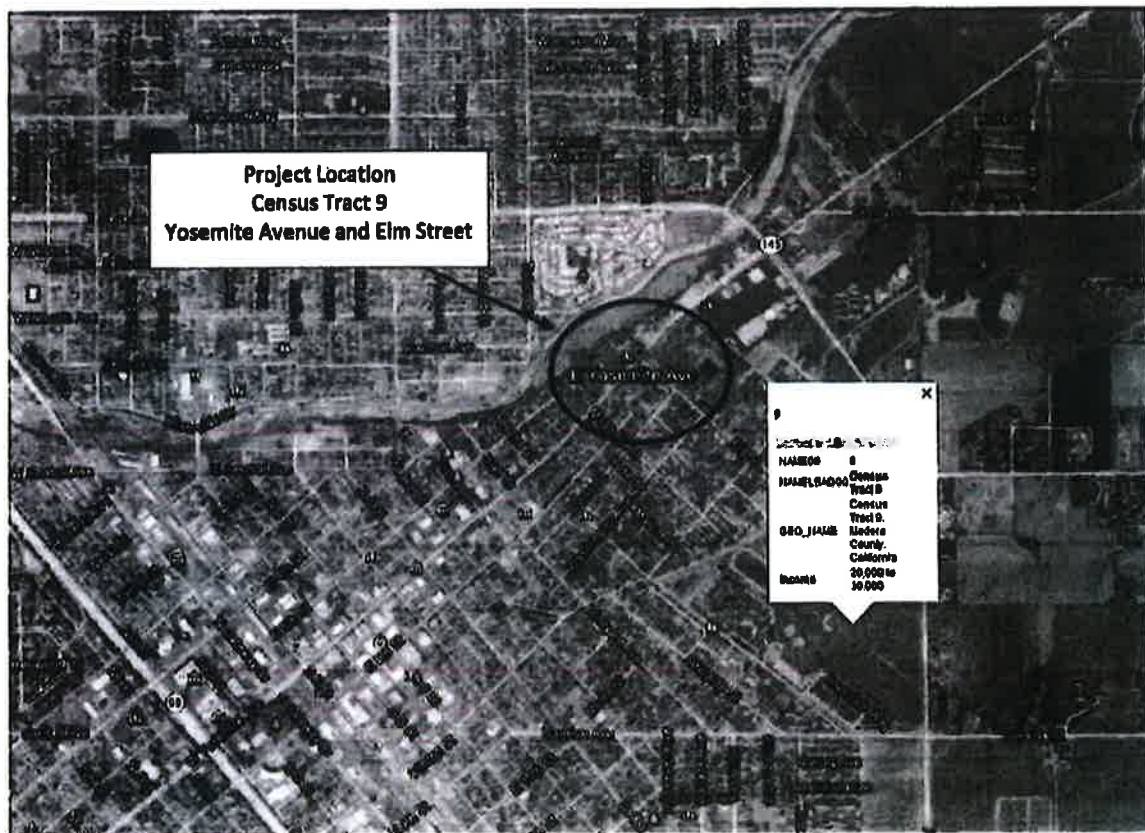


Exhibit A

CDBG
YOSEMITE AVENUE AND ELM STREET TRAFFIC SIGNAL
PROJECT LOCATION MAP



**CDBG PROJECT SCHEDULE FOR
E. Yosemite Avenue (SR 145) & Elm Avenue Traffic Signal
RDA Project No. 15-01**

Item of Work	Date
Finalize Caltrans Permit	March-17
Advertise construction of project	June-17
Open Bids	July-17
Beginning Construction	August/ September 2017
Allow for 90 day construction period	September- December 2017
Finalize Construction	January/February 2018
Submit project to the City Council Acceptance	March/April 2018

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125 Elm Street, Suite 100
Madera, California 93637
Phone: (559) 661-5100
Fax: (559) 661-2000

March 7, 2017

City of Madera
Keith Helmuth, City Engineer
Engineering Division
205 West Fourth Street
Madera, CA 93637

Subject: Construction of a new Traffic Signal at Yosemite Avenue and Elm Street

Mr. Helmuth,

The neighborhood surrounding Yosemite Avenue and Elm Street is currently using an inadequate intersection.

The Madera Redevelopment Agency prior to its dissolution had invested a great deal of time and resources to the betterment and development of East Yosemite Avenue/HWY 145 corridor. Dilapidated, blighted structures have been purchased and abated. Underground storage tanks have been removed and extensive mitigation performed. The Crossroads shopping center was developed. Today the Successor Redevelopment Agency remains involved in this area as it serves an important sector of the City/County. The intersection at Yosemite and Elm in its current state has significant limitations. Negative Traffic patterns are emerging. One example is where the left turn onto Yosemite is not possible a right turn and immediate U turn is now taking place.

The signal at this intersection was always a goal of the Agency. As an Agency deeply invested in that area we would stress that our citizens, local businesses and their customers would benefit greatly from the construction of a functional intersection.

At this time the Successor Agency to the Former Madera Redevelopment Agency would like to support the proposed "Construction of a new Traffic Signal at Yosemite and Elm Avenue."

Sincerely,

Bob Wilson
Redevelopment Manager



**MADERA CITY
FIRE DEPARTMENT**

NANCY B. KOEPERICH
Fire Chief

DAVE ALLEN
Division Chief

JAMES FORGA
Battalion Chief

200 4th Street • Madera, CA 93637

Phone: 559.675.7799

Fax: 559.297.3415

March 13, 2017

City of Madera
Engineering Division
205 West Fourth Street
Madera, Ca. 93637

Subject: Construction of a new Traffic Signal at Yosemite Avenue and Elm Street

To whom it may concern,

The neighborhood surrounding Yosemite Avenue and Elm Street is currently using an inadequate intersection. The Madera City Fire Department responds to all types of emergencies throughout the city of Madera. As an emergency responding agency for the area, our citizens as well as our staff would benefit from the construction of a functional intersection. Safety for the responders and safety for the citizens.

CALFIRE/Madera City Fire Department would like to support the proposed "Construction of a new Traffic Signal at Yosemite Avenue and Elm Street."

Sincerely,

James Forga
Battalion Chief
Madera City Fire Department



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

**MAX RODRIGUEZ
SUPERVISOR, DISTRICT 4**

March 16, 2017

City of Madera
Engineering Division
205 W. Fourth St.
Madera, CA 93637

RE: CONSTRUCTION OF A NEW TRAFFIC SIGNAL AT YOSEMITE AVENUE AND ELM STREET

To Whom It May Concern:

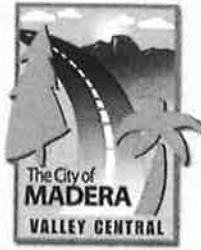
I am pleased to offer my support for the proposed construction of a new traffic signal at Yosemite Avenue and Elm Street. As a lifelong resident of the City of Madera and supervisor representing district four, I share numerous concerns about the welfare of our pedestrians, motorists, and cyclists at this unsafe intersection. Traffic signals offer the maximum degree of control at intersections. They are a valuable device for improving safety and efficiency of both pedestrian and vehicular traffic. Constructing a traffic signal would provide a permanent solution to what is currently an inadequate crossing and would likely prevent serious injuries or loss of life.

For these reasons, I strongly support the placement of a new traffic signal at the Yosemite Avenue and Elm Street intersection and hope you will consider the incalculable impacts it would have on our city. If you have any questions regarding this recommendation, please do not hesitate to contact me at 559-662-6040 or maxr@madera-county.com. Thank you for your consideration.

Respectfully,

A handwritten signature in cursive script, reading "Max Rodriguez".

Max Rodriguez,
Supervisor District 4



REPORT TO CITY COUNCIL

COUNCIL MEETING OF May 16, 2018
AGENDA ITEM NUMBER B-12



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



APPROVED BY: Steve Frazier
City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council:

- 1) Adopt the resolution approving the Lease Agreement between the City and the Community Action Partnership of Madera County, Inc. (CAPMC) for occupation and use of facilities at Millview Community Center for use in CAPMC's Head Start program.
- 2) Authorize the Mayor to execute the Lease Agreement on behalf of the City.

SUMMARY AND DISCUSSION:

The City has maintained a written Lease Agreement with the CAPMC for over 20 years for their use of parts of the Millview Community Center. CAPMC uses the Center to house a Head Start program that provides pre-school for Madera's young children. Per the terms of the Agreement, CAPMC has exclusive use of the west wing of the facility including a kitchen, as well as use of an outdoor play area and playground equipment. Last year the active Agreement established in 1995 between the two parties and its two subsequent amendments were consolidated into a new single document. Staff desires to renew the consolidated Agreement for an additional three-year term.

The following provisions were contained in the 1995 document (original Agreement) and subsequent amendments and were retained in the new Lease Agreement created in 2016:

- CAPMC has exclusive use of the property they lease.
- CAPMC must pay for all building maintenance (interior and exterior) for their leased portion.
- CAPMC pays all utilities, custodial supplies and services for the portion of the property they lease.
- CAPMC is responsible to replace all equipment including air conditioning systems of the portion of the property they lease.
- In exchange for their use of the facilities, the CAPMC will pay \$500.00 in monthly rent.

FINANCIAL IMPACT:

The proceeds of the rent from the Agreement will provide \$6,000.00 in annual revenue to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies and Actions:

- Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
- Strategy 215 - Ensure educational and occupational opportunities are available to all Maderans.
- Action 314.2 - Continue and expand facilities for youth-at-risk.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City owns and operates a facility known as Millview Community Center (MCC) at Madera Sunrise Rotary Sports Complex; and

WHEREAS, the Community Action Partnership of Madera County, Inc. (CAPMC) has used MCC as a location to operate their Head Start pre-school program; and

WHEREAS, the City and CAPMC have historically collaborated, each contributing resources to make the operation of the Head Start program possible; and

WHEREAS, the City and CAPMC have previously entered into a Lease Agreement setting forth the duties and obligations of each party with respect to the lease of facilities; and

WHEREAS, the City and CAPMC desire to renew the Lease Agreement for a three-year term.

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 Lease Agreement between the City and the Community Action Partnership of Madera County, Inc., 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 the Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

**AGREEMENT BETWEEN THE CITY OF MADERA AND THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.
FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW
COMMUNITY CENTER**

This Agreement is made this 16th day of May, 2018, by and between the City of Madera, hereinafter referred to as "City," and the Community Action Partnership of Madera County, Inc. (CAPMC), hereinafter referred to as "Lessee".

RECITALS:

1. The City owns the property at 1901 Clinton Street in Madera, commonly called the Millview Community Center (the "Center").
2. The primary function of the Center is to provide space for recreational and educational programming that benefits residents of Madera and their families.
3. In the Madera community, CAPMC provides Head Start programming which includes comprehensive education, medical and dental screenings, mental health services, nutrition, and social services for pre-school age children.
4. CAPMC desires to maintain its Head Start program located at the Center since 1995, in part, by entering into a new Lease Agreement with the City.

AGREEMENT

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

I. PURPOSE:

Lessee desires to occupy and use certain real and personal property ("Facilities") located at 1901 Clinton Street, Madera, California, which is owned by the City of Madera. The City wishes to formalize terms and conditions of use and occupancy through a lease agreement (the "Lease"). The City of Madera agrees to permit Lessee to use the specified facilities subject to the terms and conditions set forth herein.

II. TERM:

The term of this Lease ("Term") shall be for a period commencing on May 16th, 2018, and ending on May 15th, 2021, for a total of thirty six (36) months.

III. RENT:

Lessee shall have and hold leased premises, together with the appurtenances, rights, privileges and easements thereunto belonging or appertaining unto Lessee, for rental of \$500.00 per month payable on the first day of each month for which rent is due. The first payment for June 2018 shall be due on June 1st, 2018.

IV. OTHER OBLIGATIONS OF THE LESSEE:

Lessee shall furnish, during the lease term, at Lessee's sole expense, the following:

- a. All building repairs both inside and out, including the roof. Means and methods of repair shall be subject to the approval of the City's Director of Parks and Community Services.
- b. All equipment maintenance and replacement including air conditioning units. Replacement of equipment shall be subject to the approval of the City's Parks and Community Services Director.
- c. Inside custodial supplies and services.

V. FACILITIES:

The Facilities to be rented shall include:

- a. The Center for a total of 3,588 square feet.
- b. The kitchen for a total of 1,500 square feet.
- c. The playground for a total of 6,011 square feet.

VI. PERMITTED USE:

Lessee shall use the Facilities solely and exclusively for activities related to the education, recreation or well-being of the City's youth and/or their families in accordance with the mission and purpose of the CAPMC Head Start program. The City of Madera agrees to allow Lessee the sole and uninterrupted use of the rented Facilities described herein.

Any other use of the rented Facilities by Lessee must be pre-approved by the Director of Parks and Community Services, and shall be immediately terminated upon notice from the Director. Prohibited activities include, but are not limited to:

- a. Any activity that in the judgment of the City threatens the health and welfare of the public, clients, neighbors, City employees, contractors and volunteers, and any other Center Lessee or tenant.
- b. Any activity that is in violation of Local, State or Federal law, or City ordinance or administrative policy.
- c. Profit making activities without prior approval and consent of the City.
- d. Political activities.
- e. Activities that may damage any finish, surface, landscape, fixture or equipment of the building or grounds.
- f. Storing, manufacturing or selling any inherently dangerous or illegal substances, chemicals, things or devices.
- g. Any activity or practice that discriminates on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

VII. ACCESS:

Lessee shall have access to their rented Facilities to perform Head Start related programming during the normal operating hours of the program and access to perform general administrative responsibilities during off hours and weekends. Lessee shall control the issuance of keys to the facility, issuing only a single set of keys per employee stationed at the Center. Lessee shall ensure that the City has been provided at least one current set of keys throughout the term of this Lease.

VIII. PARKING:

During the term of this Lease, Lessee shall have the non-exclusive use in common with City, the public, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by City. City reserves the right to designate parking areas adjacent to the Center or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. City reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility and other uses as the City sees fit.

IX. DEFAULT:

Lessee shall be in default of this Lease if Lessee fails or refuses to pay rent in full when due to City as herein provided; default for non-payment of rent may be cured by Lessee within fifteen (15) days after written notice thereof is given to Lessee by City by full payment of all rent due and owing to City. Default shall also occur if any of the covenants or conditions contained in this Lease are not kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by City without correction thereof then having been commenced and thereafter diligently prosecuted. In the event of default as provided herein, City may declare the Term of this Lease ended and immediately terminated by giving Lessee written notice of such termination, and if possession of the Leased Premises is not surrendered by Lessee, City may reenter said premises upon delivery of such notice of termination. City shall have, in addition to the remedy above provided, any other right or remedy available to City for default by Lessee, either in law or equity. City shall use reasonable efforts to mitigate its damages.

X. QUIET POSSESSION:

City covenants and warrants that upon continued performance by Lessee of its obligations hereunder, City will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the leased Facilities as contemplated herein during the Term of this Lease.

XI. CONDEMNATION:

If any legally, constituted authority condemns the Center or such part thereof which shall make the leased Facilities unsuitable for leasing, this Lease shall cease when the public authority takes possession, and City and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

XII. SUBORDINATION:

Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased Facilities, or upon the Center and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased Facilities of the Center, and Lessee agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as City may request. In the event that Lessee should fail to execute any instrument of subordination herein required to be executed by Lessee promptly as requested, Lessee hereby irrevocably authorizes City to act as its attorney-in-fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by City execute and deliver to such persons as City shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that City is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as City shall reasonably require.

XIII. PROPERTY TAXES:

City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the leased Facilities, and all personal property taxes with respect to City's personal property, if any, on the leased Facilities. Lessee shall be responsible for paying all personal property taxes with respect to Lessee's personal property at the leased Facilities.

XIV. SUBLEASE AND ASSIGNMENT:

Lessee shall not sublease all or any part of the leased Facilities, or assign this Lease in whole or in part without City's written consent.

XV. REPAIRS:

During the Lease Term, Lessee shall make, at Lessee's expense, all necessary repairs to the leased Facilities. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the leased Facilities damaged or worn through other than normal occupancy, subject to the obligations of the parties otherwise set forth in this Lease.

XVI. ALTERATIONS AND IMPROVEMENTS:

Subject to City's written consent in City's sole discretion, Lessee may remodel, redecorate, and make additions, improvements and replacements of parts of the leased Facilities from time to time, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased Facilities, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease Term or placed or installed on the leased Facilities by Lessee thereafter, shall remain Lessee's property free and clear of any claim by City. Lessee shall have the right and responsibility to remove the same at any time during the term of this Lease or upon termination provided that all damage to the leased Facilities caused by such removal shall be repaired by Lessee at Lessee's expense. Failure by Lessee to remove any such property, fixtures or installations from the Facilities upon termination of the Lease shall be deemed

abandonment thereof, whereupon City shall have the right to remove such items at Lessee's expense.

XVII. SIGNS:

Any sign or signs to be placed on the Center or the leased Facilities by Lessee shall require the City's written consent, which consent shall not be unreasonably refused or delayed. Sign placement and installation shall comply with all City policies and building regulations for the Center. Lessee shall repair all damage to the leased Facilities or to Center property caused by the placement of signs thereon, or resulting from the removal of signs installed by Lessee.

XVIII. DISCRIMINATION:

Lessee will serve its target population in an environment that encourages diversity and shall not discriminate on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

XIX. MAINTENANCE AND REPAIRS:

City shall repair any damage or destruction due to fire, the elements, acts of God, or other causes not the fault of Lessee or any persons in or about the premises with the expressed or implied consent of Lessee. The rent payable by Lessee pursuant to this Lease shall be abated to the extent such damage or destruction renders the Facilities uninhabitable by Lessee until the necessary repairs are made. In the event that the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed fifty (50) percent of the replacement value of all buildings and improvements now located on the property, City may, at its option, either cancel this lease and return any unearned rent previously paid under this lease by Lessee or continue this lease and abate the rent as set forth in this section until such time as the necessary repairs to the Facilities and/or the Center have been made.

City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the

reasonable control of City. Lessee shall be relieved from paying rent and other charges during any portion of the Lease Term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes. Rent and other charges paid in advance for any such period shall be credited on the next ensuing payment, if any, but if no further payments are made, any such advance payment shall be refunded to Lessee.

Lessee shall be responsible for the cleaning and maintenance of the Facilities and that portion of the property which is leased and/or used exclusively by Lessee. Notwithstanding anything in this section to the contrary, Lessee agrees that it shall also be solely responsible for cleaning all common areas after each event or other use of said areas by Lessee.

Lessee agrees to reimburse City for damage sustained to the Facilities other than ordinary wear and tear, to include building, furniture, equipment, or supplies, if such damage is caused by Lessee or the agents, officers, members, partners, clients, volunteers, and/or employees of Lessee.

XX. ENTRY BY CITY:

Lessee shall permit City and City's agents to enter onto and upon the Facilities without notice in the case of an emergency as defined by the Parks and Community Services Director or her designee. Otherwise, City will provide Lessee with twenty-four (24) hours advanced notice prior to entry for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, and for posting notices. Such entry shall not impair the operation of the Lessee's business.

XXI. INDEMNIFICATION:

City will defend, indemnify, and hold harmless Lessee, its agents, officers, volunteers and employees, against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of City and its officers, agents, volunteers or employees in the performance of this Lease, except for such suits and claims which are due solely to the negligence or willful misconduct of Lessee.

Except for the sole negligence of City, Lessee shall defend, indemnify and keep and hold City, including City's officers, employees, agents, their successors and assigns, harmless from

any and all costs, liability, damage, or expense (including costs of suit and fees and expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of Lessee, sustained in, on, or about the demised premises or arising out of Lessee's use or occupancy thereof, as a proximate result of the acts or omissions of Lessee, its employees and agents, or its contractors, licensees, invitees or subtenants, their successors and assigns or arising out of the condition of the property. City shall, by appropriate, written notice to Lessee, advise Lessee as soon as practicable regarding any potential liability of Lessee under this Section.

XXII. INSURANCE:

Lessee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the Facilities. The cost of insurance shall be borne by the Lessee.

Minimum Scope and Limits of Insurance

Lessee shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California, to include waiver of subrogation against the City of Madera.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.

- Property Insurance for full replacement cost (\$1,333,000) with no coinsurance penalty provision.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of Lessee's leased portion of Facilities. Such coverage shall be effected by additional insured endorsements to the General Liability and Automobile Liability policies.
- Lessee's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.

Acceptability of Insurers

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

Verification of Coverage

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

insurance policies, including endorsements effecting the coverage required by these specifications at any time.

XXIII. MISCELLANEOUS:

A. The undersigned hereby acknowledges that he/she has read and fully understands the terms and conditions of this Lease. The person signing for each party represents that he/she has the full authority to act for the entity on whose behalf this Agreement is signed.

B. For purposes of writing and receiving grant monies or participation in other programs requiring matching dollars and for in-kind services, the Lessee will use the following formulas to derive dollar amounts:

Center/Kitchen	\$0.65 per square foot
----------------	------------------------

Playground	\$.045 per square foot
------------	------------------------

XXIV. CONTINGENT UPON APPROVAL:

The parties recognize that the effectiveness of this Agreement is contingent upon approval by the City Council of the City of Madera. This Agreement will be presented to the Madera City Council to be ratified at a lawfully called meeting.

XXV. OTHER DOCUMENTS:

All parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.

XXVI. EXECUTION BY FACSIMILE OR IN COUNTERPARTS:

A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

XXVII. NOTICES:

Any notice to be given to either party by the other party shall be in writing and shall be served either personally or by the U.S. Postal services to the following addresses:

To the City:

Parks & Community Services
City of Madera
701 E. 5th Street
Madera, CA 93638

To Lessee:

Community Action Partnership of Madera County, Inc.
Head Start Office
1225 Gill Avenue
Madera, CA 93637
(559) 673-9173

XXVIII. SEVERABILITY:

If any provision of this Agreement is held to be void, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XXIX. TERMINATION:

City may, by written notice to Lessee, terminate this lease in whole or in part at any time, by notice in writing to Lessee or its officers or agents, whether for City's convenience or because of the failure of Lessee to fulfill the obligations herein. Upon receipt of written notice, Lessee shall discontinue all programs at the Center, vacate the Facilities and the Center in no more than 30 days from the date of delivery of written notice, and remove all personal property of Lessee from the Center. Delivery of written notice may be effectuated by posting at the Facilities or by First Class Mail to the address of Lessee provided herein.

XXX. INTERPRETATION:

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

XXXI. WAIVER:

No waiver of any default of City or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

XXXII. SUCCESSORS:

The provisions of this Lease shall extend to and be binding upon City and Lessee and their respective legal representatives, successors and assigns.

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

CITY OF MADERA

Lessee

By: _____
Andrew J. Medellin, Mayor

By: _____

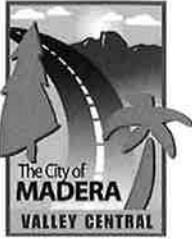
Title: _____

ATTEST:

By: _____
Sonia Alvarez
City Clerk

APPROVED AS TO FORM:

By: _____
Brent Richardson
City Attorney



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: May 16, 2018

Agenda Number: B-13

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH DEL RIO ADVISORS, LLC FOR PROFESSIONAL SERVICES ON A LIMITED SCOPE RELATED TO POTENTIAL FINANCING OF A FIRE STATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution approving an agreement with Del Rio Advisors, LLC for professional services on a limited scope related to the potential financing of a fire station and authorizing the Mayor to execute the agreement.

BACKGROUND

Staff has been looking into the options to finance a new fire station. Mr. Kenneth L. Dieker of Del Rio Advisors, LLC served as the primary Municipal Advisor when the City of Madera refinanced its Wastewater/Water Bonds in 2015. Mr. Dieker also assisted the City recently on the refinancing of certain leases for the golf course and police station. That financing utilized the corporation yard as the leased asset and freed up both City Hall and the Police Station for future use. Mr. Dieker also worked with the City to refinance the CFD 2006-1 bonds for significant savings. Staff was pleased with the level of professional and ethical service that Mr. Dieker demonstrated during these projects and would like to hire Mr. Dieker to pursue financing options for the fire station.

DISCUSSION

The first important step in pursuing a potential financing is the selection of a Municipal Advisor. The Municipal Advisor provides professional services assisting staff in evaluating financing alternatives taking into consideration current bond market conditions and assists staff in soliciting services from other necessary team members, assuming a financing of bonds is deemed appropriate. The Municipal Advisor's fees are done on a "per deal" basis and are contingent upon the successful completion of a bond transaction. So, if no financing takes place, the Municipal Advisor does not charge the City for his services.

However, due to the "per deal" nature of such agreements, which creates no cost to the City if the deal is not completed, benefits the City to contract with him separately for each transaction. The proposed contract calls for a capped fee ranging as follows, depending on the type of sale and a range of issue sizes:

Option One – Public Offering

Public Offering

Low	High	Fee ⁽¹⁾
\$0	\$5,000,000	\$32,500 ⁽²⁾
\$5,000,001	\$10,000,000	\$42,500

(1) Add to this figure up to a "not-to-exceed" \$750 for normal reimbursable expenses.

Reimbursable expenses would include normal items such as mileage, hotels, conference calls, photocopying, etc. These will be billed at cost based upon actual receipts.

Option Two – Direct Placement

Direct Placement

Low	High	Fee ⁽¹⁾
\$0	\$5,000,000	\$17,500 ⁽²⁾
\$5,000,001	\$10,000,000	\$27,500

(1) Add to this figure up to a "not-to-exceed" \$750 for normal reimbursable expenses.

Reimbursable expenses would include normal items such as mileage, hotels, conference calls, photocopying, etc. These will be billed at cost based upon actual receipts.

The fees for a public offering are generally higher because of the extra work required in the preparation of an official statement, the primary marketing document used by the underwriter to

market the bonds in a public sale, and the additional legal documentation required. In addition, a public offering requires a bond rating from Standard & Poor's and the team is expected to pursue bond insurance and a reserve fund surety from one of the two bond insurers that are active in the market.

The costs associated with the issuance of a direct placement are much lower but are often times offset by higher interest rates demanded by the commercial banks that are active in the municipal market. The Municipal Advisor will be asked to look at the various alternatives and to review those with the City Council at an upcoming meeting.

FINANCIAL IMPACT:

The approval of this resolution approving the agreement with Del Rio Advisors, LLC for professional services on a limited scope related to the financing of a fire station will result in a capped fee ranging from \$32,500 to \$42,500 for a public offering or a range of \$17,500 to \$27,500 for a direct placement, plus capped expenses not-to exceed \$750.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The presentation of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
AN AGREEMENT WITH DEL RIO ADVISORS, LLC FOR PROFESSIONAL
SERVICES ON A LIMITED SCOPE RELATED TO POTENTIAL FINANCING OF A
FIRE STATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City has identified a capital project that may require tax-exempt financing; and

WHEREAS, the City of Madera interviewed three firms and selected Del Rio Advisors, LLC in the past; and

WHEREAS, the City of Madera was pleased with the services provided by Del Rio Advisors; and

WHEREAS, the City of Madera would like to obtain Municipal Advisor services to evaluate the financing alternatives; and

WHEREAS, Del Rio Advisors, LLC has agreed to provide such services for a capped fee ranging from \$32,500 to \$42,500 for a public offering or a range of \$17,500 to \$27,500 for a direct placement, plus capped expenses not-to exceed \$750.

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 the City of Madera and Del Rio Advisors, LLC, a copy of which is on file in the office of the City Clerk and referred to particulars, in the range of amounts stated above, is hereby approved.
3. The Mayor is hereby authorized to execute the Special Services Agreement with Del Rio Advisors, LLC.
4. The resolution is effective immediately upon adoption.

AGREEMENT FOR MUNICIPAL ADVISORY SERVICES

This contract ("AGREEMENT") is between the City of Madera ("CLIENT") and Del Rio Advisors, LLC ("CONSULTANT").

RECITALS

- A. CLIENT requires the services of CONSULTANT to act as Municipal Advisor related to the following:

City of Madera Fire Station Financing Project

- B. CONSULTANT possesses distinct professional skills necessary to perform the services described in AGREEMENT
- C. CONSULTANT will work with other members of the Finance Team to facilitate and complete the assignment contemplated herein.

NOW, THEREFORE, CLIENT and CONSULTANT agree as follows:

CONSULTANT shall make all reasonable efforts to complete the tasks described under Scope of Services, below, in a timely manner.

CONSULTANT shall be ready and able to begin to perform services required by AGREEMENT immediately upon its execution and shall perform such services diligently until AGREEMENT terminates.

CONSULTANT shall maintain records and documents related to the performance of AGREEMENT, and shall allow CLIENT access to such records, upon request, for a period of three (3) years from the date of AGREEMENT's termination. CONSULTANT shall provide copies of these records and documents when requested by CLIENT.

CONSULTANT'S charges will not include reimbursement to other agents, representatives or consultants.

1. Scope of Services:

CONSULTANT shall:

- Review all underwriter and placement agent proposals and make recommendations
- Either create or actively participate in the development of a sound financial plan
- Determine the most cost effective way to carry out the plan that is being considered including recommending innovative alternatives

- If requested, take primary responsibility for all quantitative analysis related to the project including: sources and uses of funds, debt service schedules, yield calculations, savings calculations, etc.
- Develop a detailed financing schedule and interested parties list
- Coordinate the efforts of bond counsel, disclosure counsel, underwriter(s), placement agent, trustee and consultants with respect to the preparation and approval of the financing documents
- Review and comment on all documents ⁽¹⁾
- Attend all meetings and present materials as needed
- If needed, prepare and coordinate comprehensive presentations to the rating agencies and bond insurers
- Prepare detailed costs of issuance and, if public sale, recommend a gross spread level
- Undertake pre-pricing analysis prior to sale; advise the issuer and help in the negotiation with respect to pricing on the day of sale
- Coordinate the approval, delivery and printing of all legal documents, closing certificates and the final official statement ⁽¹⁾
- Perform any other tasks or projects, as required, and amend this list as necessary to describe any new projects or tasks.
- If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, MA will review all third party recommendations submitted to the MA in writing by the City.

Note:

- (1) MA will review and comment on all documents and assist in preparing any documents necessary for the sale of a new issue or reoffering of municipal securities, including the official statement, offering memorandum or similar disclosure documents. However, besides tables or charts specifically prepared by MA and footnoted as such, MA takes no responsibility for the accuracy or completeness of any of the data contained therein as provided by others including the City. MA may rely upon data provided by others in the preparation of tables and charts and takes no responsibility for the accuracy or completeness of the data provided.

2. Assignment:

CONSULTANT shall not assign AGREEMENT or any portion of it without the express written approval of the CLIENT.

3. Term:

The commencement date of the AGREEMENT is the execution date as indicated on the signature page of this AGREEMENT and the end date is the earlier of either the successful closing of the financing or termination by either party. In addition, this agreement will be valid and binding until December 31, 2020, unless otherwise amended to extend the term.

4. Termination:

This AGREEMENT may be terminated by either party with 30-days written notice delivered by registered mail to the other party. If terminated, City will pay any standard reimbursable expenses accrued to date and otherwise contingent on the successful closing of the transaction.

5. Confidentiality:

CONSULTANT shall not disclose or make use of confidential or proprietary information or knowledge that may be disclosed to him, directly or indirectly, in the course of any performance under AGREEMENT. This Section survives termination of AGREEMENT.

6. Payment and Expenses:

CONSULTANT shall be paid a total fee ranging from \$32,500 to \$42,500 for a public offering, or a total fee ranging from \$17,500 to \$27,500 for a direct placement, plus capped expenses not-to exceed \$750.

Payments prescribed in AGREEMENT shall constitute all compensation to CONSULTANT for all costs of its services. CONSULTANT shall be solely responsible for any payment of its insurance, taxes and all other expenses incurred in connection with the project.

CONSULTANT shall invoice CLIENT upon the successful closing of the financing. CLIENT shall pay CONSULTANT, from costs of issuance, in an expedient manner in accordance with normal payment procedures.

7. CONSULTANT'S Responsibility:

It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed and that CLIENT relies upon the professional skills of the CONSULTANT to do and perform its work in a skillful and professional manner.

It is further understood and agreed that the CONSULTANT has reviewed the scope of work to be performed and that the CONSULTANT agrees in their professional judgment said work can and shall be completed at the rate set forth in AGREEMENT.

8. Insurance Requirements:

Without limiting CONSULTANT's indemnification of CLIENT, and prior to commencement of Work, Consultant 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

Consultant 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 CLIENT 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 Consultant 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 CLIENT 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. Consultant shall submit to the CLIENT, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CLIENT, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the CLIENT 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 CLIENT prior to commencement of

performance. Current evidence of insurance shall be kept on file with the CLIENT 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 CLIENT, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the CLIENT and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CLIENT, 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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the CLIENT 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 CLIENT. The CLIENT 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 CLIENT's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

Consultant 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.

9. Indemnity:

CONSULTANT shall indemnify and save harmless the CLIENT, 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 CLIENT, its officers, agents, employees and/or servants in connection with this Agreement.

CLIENT shall indemnify and save harmless CONSULTANT, 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 CLIENT, its officers, agents, employees, and/or servants in connection with this Agreement.

10. Notices:

Any notice required or permitted under the terms of AGREEMENT shall be effective upon receipt in writing either by personal service upon the authorized agent of CLIENT or upon CONSULTANT, respectively, or by mailing the notice via U.S. Mail to:

To CLIENT at:

CITY OF MADERA
CITY ADMINISTRATOR
205 W. 4th STREET
MADERA, CA 93637

To CONSULTANT at:

DEL RIO ADVISORS, LLC
KENNETH L. DIEKER
PRINCIPAL
1325 COUNTRY CLUB DRIVE
MODESTO, CA 95356

11. Non Waiver:

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

12. Severability:

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

13. Attorney Fees/Costs:

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

14. Governing Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Madera County, California.

15. Entire Agreement/Amendment:

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

This agreement is entered into as of _____, 2018

DEL RIO ADVISORS, LLC

By: _____
Kenneth L. Dieker, Principal

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

Attest:

By: _____
Sonia Alvarez, City Clerk

Approved as to form:

By: _____
Brent Richardson, City Attorney



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF May 16, 2018

AGENDA ITEM NUMBER B-14

APPROVED BY

Justin Shabeta
GRANT ADMINISTRATOR

Steve Franzen
CITY ADMINISTRATOR

SUBJECT:

REQUEST FOR COUNCIL TO ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SUPPORT LETTER FOR HABITAT FOR HUMANITY'S NATIONAL BOARD APPROVAL OF THEIR SERVICE EXPANSION INTO MADERA

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution and authorized the Mayor to sign the support letter.

SUMMARY:

Habitat for Humanity is a national non-profit agency that has a strong reputation for assisting in building homes for families in need. It is a leading global non-profit working in nearly 1,400 communities throughout the U.S. and in nearly 70 countries.

Grants staff reached out to Habitat for Humanity in late 2017 and, coincidentally, the Executive Director, Matthew Grundy, expressed strong interest in expanding Habitat's work into Madera. Habitat for Humanity's presence would help address some issues specific to housing in Madera. (Please see Attachment A.) The Grants Department actively seeks funds for housing programs. However, the funds are competitive and require extensive administrative oversight with very little administrative funding. Staff considers that building a partnership with Habitat for Humanity to address specific housing problems in Madera can provide greater options in finding solutions.

Habitat for Humanity has a proven track record of providing housing assistance. They incorporate sweat-equity home construction with financing to help families obtain homeownership, achieve sustainability and increase their assets. In addition, their Acts of Kindness program works in neighborhoods to remove blight and provide beautification

support such as trash pickup, window washing, lawn mowing and painting. Their services do not compete with housing services provided by the City of Madera.

Staff is available to assist the National Board, as necessary, in carrying out its approval regulations and processes. Any assistance and support necessary to approve the expansion would be readily available.

FINANCIAL IMPACT:

Habitat for Humanity is a self-funded, national non-profit and their services in Madera do not impact the General Fund.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Habitat for Humanity's presence in Madera supports the following Action Items.

Action 101.8: Promote and encourage development and redevelopment of low- and moderate-cost housing.

Action 101.10: Ensure adequate supply of affordable housing by promoting programs to assist in home ownership.

RESOLUTION NO. 18-____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN A SUPPORT
LETTER FOR HABITAT FOR HUMANITY'S NATIONAL BOARD
APPROVAL OF THEIR SERVICE EXPANSION INTO MADERA**

WHEREAS: Habitat for Humanity is a national non-profit agency that has a strong reputation for assisting in building homes for families in need; and

WHEREAS: Habitat for Humanity is very interested about working in Madera; and

WHEREAS: Habitat for Humanity's presence would address some issues specific to housing in Madera; and

WHEREAS: Staff is available to assist the National Board, as necessary, in carrying out its approval regulations and processes.

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

1. The above recitals are true and correct.
2. City of Madera does support Habitat for Humanity's service expansion in Madera as addressed in the letter of support, a copy of which is on file in the office of the City Clerk.
3. The Mayor of the City of Madera is hereby authorized to sign said letter on behalf of the City.
4. This resolution is effective immediately upon adoption.

May 17, 2018



Matthew Grundy
Executive Director
HABITAT FOR HUMANITY
4991 E. McKinley, Suite 123
Fresno, CA 93727

Re: Support Letter for Habitat for Humanity's Services Expansion into Madera City and County

Dear Mr. Grundy:

The City of Madera welcomes Habitat for Humanity. According to the City of Madera's 2015-2019 Community Development Block Grant Consolidated Plan, some issues specific to housing characteristics in Madera that support the expansion of Habitat for Humanity's services into Madera are as follows:

- In 2000, the median home value in the city was \$92,300 and increased by 104 percent to \$188,700 in 2011.
- The 2013 average home sales price was \$151,250, and it would not be affordable to households earning the area median income (\$52,000 for a 4-person household).
- About 44 percent of all housing units in Madera were built before 1980, and as a result, may be at risk of a lead-based paint hazard, which was used in residential units until 1978, when it was prohibited.
- The provision of affordable housing can be constrained by many factors, such as public policies on housing and residential investment, including; land use controls, residential development standards, off-site improvements, and the permit and approval process.
- While housing of a variety of types is available in the city, there is an affordability mismatch. Many low-income households are cost-burdened. The problem is worse for very low- and extremely low-income households.

Staff is available to assist the National Board, as necessary, in carrying out its approval regulations and processes. Any assistance and support necessary to approve the expansion of Habitat for Humanity's services into Madera is readily available without hesitation. Tasks such as, yet not limited to, locating physical accommodations, marketing and partnering are tasks the City of Madera considers feasible to facilitate the process.

Matthew Grundy
May 17, 2018
Page Two

One non-profit, Self-Help Enterprises, provides owner-occupied housing rehabilitation and sweat-equity new construction programs in Madera County. Within the city limits, the City of Madera provides owner-occupied rehabilitation and first-time homebuyer programs; however, funds for these programs are competitive and require extensive administrative oversight with very little administrative funding. Habitat for Humanity's services do not compete with housing services provided by the City of Madera. Justifiably, they would be more than highly supplement and complement each other.

In conclusion, Habitat for Humanity's services, sweat-equity home construction, financing and Acts of Kindness programs carried out in the City of Madera would help to address issues as follows:

1. Increase the supply of affordable housing.
2. Provide neighborhood stabilization through projects designed to stimulate growth and stability while assisting in the removal of blight and the rebuilding of neighborhoods.
3. Promote economic development with projects designed to encourage business development.
4. Provide projects designed to aid in local job creation or assist in job training.
5. Increase family sustainability and assets through homeownership.
6. Raise revenues associated with new construction and increased utility fees.
7. Create opportunities for local construction materials' suppliers, contractors and workers.
8. Promote affordable in-fill and new subdivision activity within proximity to existing developments thereby mitigating urban sprawl.
9. Promote volunteerism.

Thank you for your time and consideration. If there are questions, then do not hesitate to contact Ms. Ivette Iraheta, Grants Administrator, iiraheta@cityofmadera.com; 559-661-3692.

Very truly yours,

Andrew J. Medellin
Mayor

/jr



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:

Department Director

Council Meeting of May 16, 2018

Agenda Item Number B-15

City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A PEDESTRIAN UNDERPASS CROSSING AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR THE FRESNO RIVER TRAIL AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

That the City Council approves Resolution No. 18-_____:

1. Approving the Pedestrian Underpass Crossing Agreement with the Union Pacific Railroad Company for the Fresno River Trail.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Pedestrian Underpass 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 Fresno River Trail Underpass Crossing of the Union Pacific Railroad.

The agreement includes the requirement for a payment to UPRR of \$32,500 for a one-time License Fee for the right to construct, maintain, and operate the Trail Underpass.

Engineering

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

www.cityofmadera.ca.gov

DISCUSSION:

The Fresno River Trail Underpass Crossing of the Union Pacific Railroad (UPRR) is a significant component of the Fresno River Trail Gateway/UPRR Undercrossing Project. Executing this Agreement represents a major milestone in this project. The project was initiated in 2008. Negotiations with UPRR stalled around 2010 due to loss of Transportation Enhancement funds and changeover in UPRR staff. In 2013, Engineering resubmitted the project to UPRR. The new UPRR Manager of Industry and Public Projects for this region and her successor supported and helped moved this project through the tedious approval process of a new crossing that required special exceptions due to the shallow depth of the trail under the railroad bridge.

During a project site visit in 2014, UPRR strongly encouraged the City to pursue improving pedestrian safety at the Central Avenue crossing concurrently with this project. When the City successfully applied for new funding under the Active Transportation Program, the scope included partnering with UPRR for installation of a paved pedestrian surface at the Central Avenue crossing, thereby providing a safe, paved surface for east-west travel on both sides of the Fresno River. It is Staff's understanding that an agreement for those improvements is currently being drafted by UPRR.

There are still several hurdles before this project can move into construction: Section 404 & 408 permit approvals from the Army Corps of Engineers for work in the floodway of the Fresno River, a Streambed Alteration Agreement from the California Department of Fish & Wildlife, approval of the new crossing from the California Public Utilities Commission, and approvals by Caltrans (the funding agency for a majority of the funds in this project).

SITUATION:

The agreement grants to the City, as Licensee, the right to construct, maintain and repair the Underpass under and across the Union Pacific Railroad right-of-way. The City's contractor shall be required to execute a Contractor's Right of Entry Agreement and provide required insurance. The City will be responsible for all UPRR expenses in connection with the Project including engineering review, construction, inspection, flagging, and 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. The current estimate for those costs is \$27,500. Given the City's experience on a recent project within UPRR right-of-way it is likely those costs may be higher.

The License fee, or cost of obtaining the easement, is \$32,500 and shall accompany the executed Agreement. A warrant request will be prepared in the amount of \$32,500 upon approval of the Agreement.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. Funding for the License Fee will come from the Project Funds in the LTF-Parks Account: 42005410 and BTA Grant Account: 41305420. Funding for the reimbursement of UPRR costs will come from the various Project Accounts for construction including ATP funds, CMAQ funds, Air District Funds, and LTF-Parks funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

Strategy 401 – Develop and promote Madera as a walkable community with an emphasis on improving the quality of the natural resources.

Strategy 404 – Community Wellness: Promote increased community wellness.

Strategy 411 – Recreational Opportunities: Enhance and expand recreational activities available to Maderans.

Strategy 121 – Multi-modal transportation: “. . . ensure safe, affordable and convenient transportation modes for residents . . .”

RESOLUTION NO. 18-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A PEDESTRIAN UNDERPASS CROSSING
AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND
THE CITY OF MADERA FOR THE FRESNO RIVER TRAIL AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, a project to construct a new portion of the Fresno River Trail under Gateway Drive and Union Pacific Railroad is included in the City's Capital Improvement Program; and

WHEREAS, an Agreement has been prepared by the Union Pacific Railroad Company (UPRR) that specifies the obligations, responsibilities and costs of the City of Madera for the right to construct, operate and maintain the trail and underpass 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 Agreement with the Union Pacific Railroad Company for the Pedestrian Underpass Crossing for the Fresno River Trail, a copy of which is on file with the City Clerk and referred to for particulars, is approved in the amount of \$32,500.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

UPRR Folder No.: 3075-18

UPRR Audit No.: _____

PEDESTRIAN UNDERPASS CROSSING AGREEMENT

Fresno River Trail Pedestrian Underpass– DOT No. 972509S
Railroad Mile Post 183.18- Fresno Sub
Madera, Madera County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 ("Railroad") and the **CITY OF MADERA**, a municipal corporation or political subdivision of the State of California to be addressed at 205 W. 4th St., Madera, CA 93637 ("Licensee").

RECITALS:

The Licensee desires to undertake as its project (the "Project") the construction of the new Fresno River Trail Pedestrian Underpass crossing, (DOT No. DOT Number), on, along, across and under Railroad's property and trackage at Railroad's Mile Post 183.18 on the Railroad's Fresno Subdivision at or near Madera, Madera County, California (the "Crossing Area"). The Crossing Area is shown on the Railroad's Print marked **Exhibit A** and specified in the Survey Print marked **Exhibit A-1**, and described in the Legal Description marked **Exhibit A-2**, with each exhibit being attached hereto and hereby made a part hereof. The portion of the Underpass located within the Crossing Area hereinafter referred to as "Underpass".

The Railroad and the Licensee are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBIT B

The General Terms and Conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

ARTICLE 2 - RAILROAD GRANTS RIGHT

For and in consideration of the sum of **THIRTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500)** to be paid by the Licensee to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Licensee's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Licensee the right to construct, maintain and repair the Underpass under and across the Crossing Area.

ARTICLE 3. PLANS

- A. The Licensee, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Underpass layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. The Railroad's review and approval of the Plans will in no way relieve the Licensee or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Licensee or Contractor on the Plans is at the risk of the Licensee and Contractor.

ARTICLE 4. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non-Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Article 3. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non-Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non-Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non-Railroad Facilities work shall not commence before a supplement or new agreement has been fully

executed by Railroad and the Non-Railroad Facilities owner or operator, or before Railroad and Licensee mutually agree in writing to (i) deem the approved Non-Railroad Facilities plans and specifications to be Plans pursuant to Article 3B, (ii) deem the Non-Railroad Facilities part of the Underpass, and (iii) supplement this Agreement with terms and conditions covering the Non-Railroad Facilities.

ARTICLE 5. RAILROAD'S MINIMUM COORDINATION REQUIREMENTS

The Licensee, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Minimum Coordination Requirements that are described in **Exhibit C**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Licensee for this Project.

ARTICLE 6. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Licensee to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 7. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Licensee shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Licensee confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Senior Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 3075-18*

D. If the Licensee's own employees will be performing any of the Project work, the Licensee may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 8. FEDERAL AID POLICY GUIDE

If the Licensee will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 9. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Licensee agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 10. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO LICENSEE; LICENSEE'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the Licensee's sole cost and expense, is described in the Railroad's Summary Estimate, marked **Exhibit D**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is \$27,500.
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Licensee in the event the Licensee does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. The Licensee acknowledges that the Estimate may include an estimate of flagging or other protective service costs that are to be paid by the Licensee or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Licensee or the Contractor as determined by the Railroad and the Licensee. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Licensee agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.
- D. The Licensee agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 11. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Licensee will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Licensee agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Licensee confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of

the Licensee and not of the Railroad, and (ii) the Licensee shall not delegate any ARRA reporting responsibilities to the Railroad. The Licensee also confirms and acknowledges that (i) the Railroad shall provide to the Licensee the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Licensee to perform and complete the ARRA reporting documents. The Railroad confirms that the Licensee and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in **Exhibit B** of this Agreement.

ARTICLE 12. LIABILITY.

To the extent permitted by California law, Licensee shall save, protect, defend, indemnify and hold harmless Railroad, and its respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney's fees, arising from and growing out of any injury or death of persons whomsoever (including officers, agents and employees of Railroad or the Licensee and of any contractor as well as other persons) or loss of or damage to property whatsoever (including property of or in the custody of Railroad, the Licensee or any contractor as well as other property). Licensee's obligation to indemnify shall accrue when such injury, death, loss or damage occurs or arises from the presence or use of the Underpass, or a breach of this Agreement.

**ARTICLE 13. EFFECTIVE DATE; TERM;
TERMINATION IF PROJECT DOES NOT COMMENCE**

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Underpass remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Licensee in the event the Licensee does not commence construction on the portion of the Project located on the Railroad's property within twenty four (24) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the Licensee shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

ARTICLE 14. ABANDONMENT.

If Licensee, its successors and assigns, shall abandon the Underpass, or any portion thereof, for the purpose set forth herein for a continuous period of twelve (12) months, then this Agreement and the rights granted herein shall cease automatically and terminate with respect to the portion of the Underpass so abandoned.

ARTICLE 15. TERMINATION; WAIVER OF BREACH; TERM.

- A. Railroad may terminate this Agreement by giving Licensee notice of termination if Licensee

defaults under any obligation of Licensee under this license and, if after written notice is given by Railroad to Licensee specifying the default, Licensee fails either to immediately begin to cure the default, or to complete the cure expeditiously but in any event within thirty (30) days after the default notice is given. A waiver by Railroad of a breach of Licensee of any covenant or condition of this Agreement shall not impair the right of Railroad to avail itself of any subsequent breach thereof. If the Licensee shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Underpass and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad employees; and the Licensee will reimburse the Railroad for the expenses thereof.

- B. Railroad may also terminate this Agreement by giving written notice to Licensee if safety and operational needs of Railroad are materially affected or impaired by Licensee's use of the Underpass, and Railroad and Licensee cannot come to any mutual agreement or understanding as to how Licensee, at Licensee's sole cost and expense, will eliminate such material effect or impairment.
- C. This Agreement and the license and permission herein granted shall be effective as of the date first herein written, and shall remain in full force and effect until terminated as herein provided, or until the Underpass is abandoned as set forth in Article 14 above.
- D. The Licensee will surrender peaceable possession of the Crossing Area upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

ARTICLE 16. REMOVAL OF UNDERPASS UPON TERMINATION OR ABANDONMENT

Within ninety (90) days after termination of this Agreement or Licensee's abandonment of the Underpass, the Licensee, at its sole cost and expense, shall remove all of the Underpass and its improvements from the Railroad's right-of-way and restore the Property and such right-of-way to its original condition, failing in which Railroad may perform such activities at the expense of Licensee.

ARTICLE 17. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Underpass by the City shall not commence until Railroad and Licensee agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 18. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. Licensee shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Licensee.

ARTICLE 19. CONDITIONS TO BE MET BEFORE LICENSEE CAN COMMENCE WORK



Neither the Licensee nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the Licensee have executed this Agreement.
- (ii) The Railroad has provided to the Licensee the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

ARTICLE 20. LICENSEE'S CONTINUING RESPONSIBILITIES

- A. The Licensee shall maintain, repair and replace all components associated with the Underpass including, but not limited to, the overhead canopy protection, the proposed fencing and trail surface.
- B. The Licensee must also clean all debris that collects on the trail, fencing, canopy protection and surrounding area.
- C. In the event that Railroad requires access to the underside of the bridge and access is restricted due to the canopy, the Licensee, within 7 calendar days after receiving notice from the Railroad, will remove and reinstall the canopy to support the Railroad's work including, but not limited to, inspections, maintenance and replacement of the bridge.

ARTICLE 21. GRAFFITI REMOVAL

Notwithstanding the provisions of this agreement, the parties specifically agree that graffiti removal or over-painting from all component surfaces of the overall project, and including without limitation the Underpass substructure and superstructure (above and below the bridge seats), shall be the responsibility of the Licensee in their sole and exclusive discretion, and Railroad shall have no obligations whatsoever with regard to graffiti removal. Before entering upon the track area of the Underpass superstructure to perform graffiti removal or over-painting, the Licensee shall notify Railroad sufficiently in advance for Railroad approval. Licensee agrees to apply for a Maintenance Consent and coordinate with Railroad to provide a flagman at the Licensee's sole expense as reasonably required for the safety of workers and trains.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Daniel A. Leis
Senior Director – Real Estate

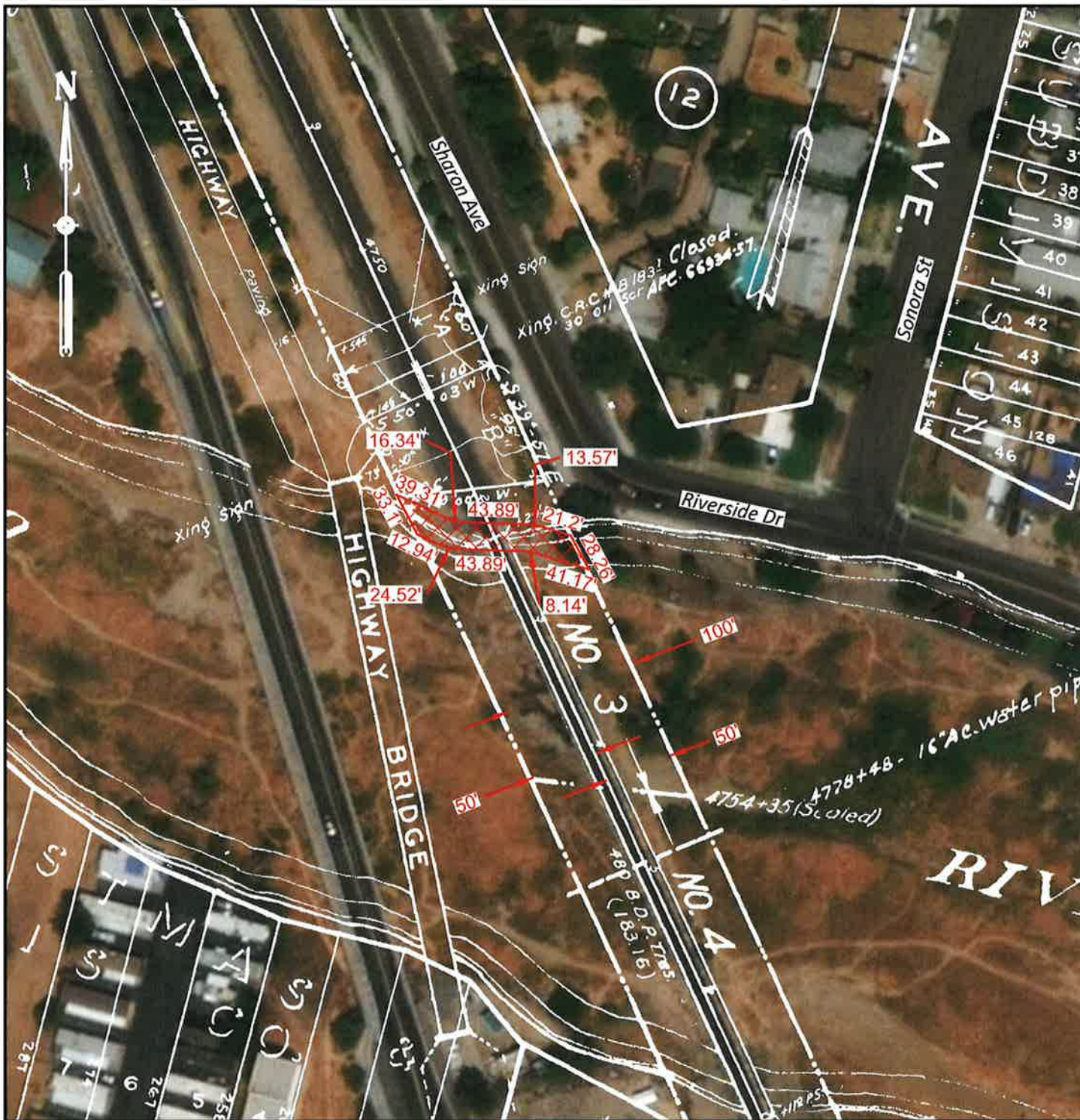
CITY OF MADERA

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

To Pedestrian Underpass Crossing Agreement

Cover Sheet for the
Railroad's Print



LEGEND:

CROSSING AREA



UPRRCO. R/W OUTLINED



Crossing Area = 2,650± Sq. Ft. = 0.061± Acres

CADD FILENAME	0307518.dgn
SCAN FILENAME	0307518_CA10423A.tif

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MADERA, MADERA COUNTY, CA

M.P. 183.18 - FRESNO SUB

SP CA V-104 / S-23A

SCALE: 1" = 100'

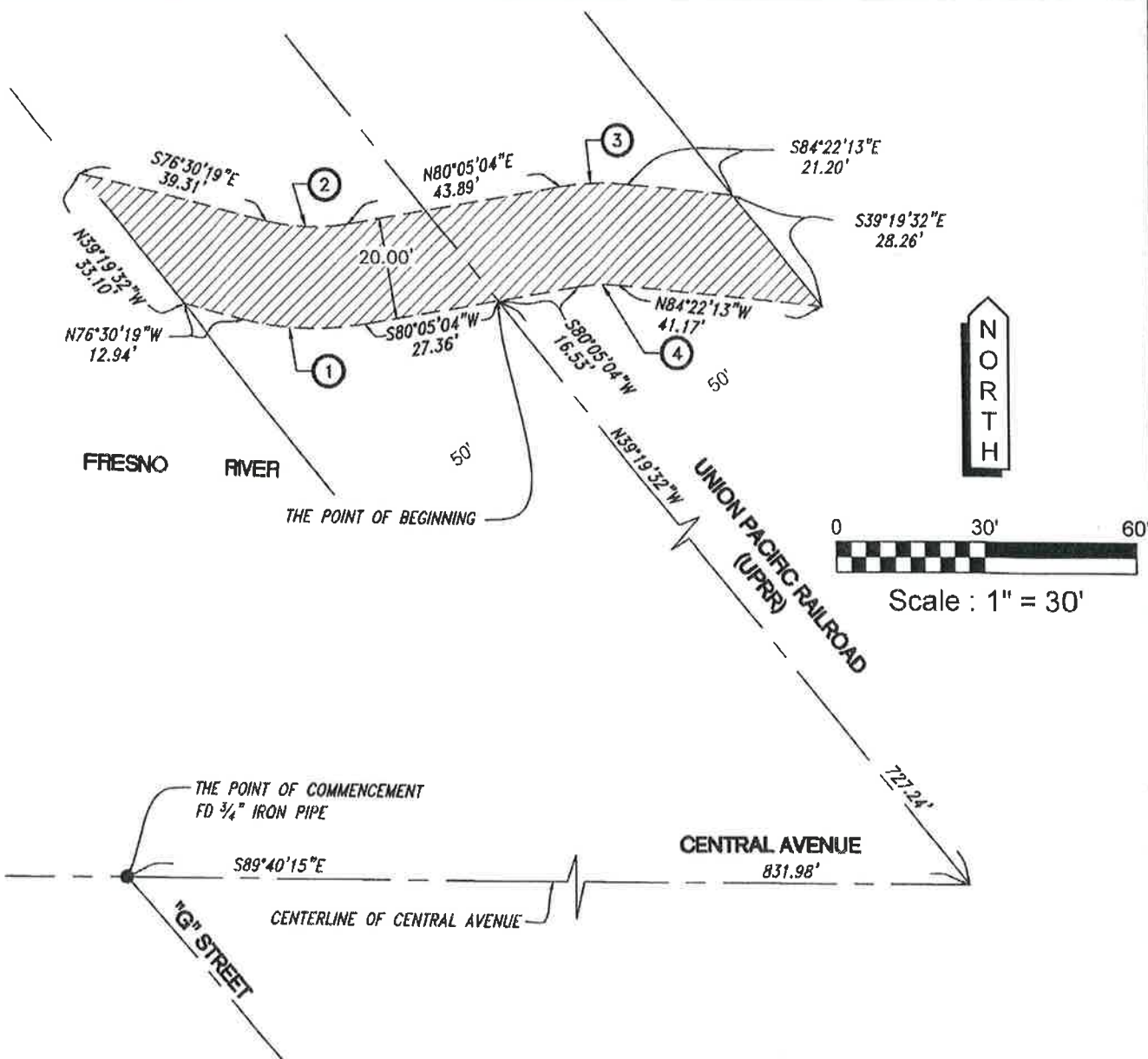
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 1/31/2018

AJM FILE: 3075-18

EXHIBIT A-1

To Pedestrian Underpass Crossing Agreement

Cover Sheet for the
Survey Print



CURVE DATA			
CURVE	RADIUS	DELTA	LENGTH
①	60.00'	23°24'37"	24.52'
②	40.00'	23°24'37"	16.34'
③	50.00'	15°32'43"	13.57'
④	30.00'	15°32'43"	8.14'



INDICATES AREA PUBLIC USE EASEMENT
2,649.80 SF / 0.061 AC

OWNER: UNION PACIFIC RAILROAD (UPRR)

PREPARED BY:
LARS ANDERSEN & ASSOCIATES, INC.
4694 W. JACQUELYN AVENUE
FRESNO, CA. 93722
PHONE: (559) 276-2790
FAX: (559) 276-0850



PUBLIC USE EASEMENT

[Signature]
DANIEL J. ZOLDAK

DATE

EXHIBIT A-2

To Pedestrian Underpass Crossing Agreement

Cover Sheet for the
Legal Description

Public Use Easement

That portion of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plats, in the City of Madera, County of Madera, State of California, being more particularly described as follows:

COMMENCING at a 3/4" iron pipe, accepted as the intersection of the centerlines of "G" Street and Central Avenue;

Thence South 89°40'15" East, along the centerline of said Central Avenue, a distance of 831.98 feet to the intersection with the centerline of the Union Pacific Railroad;

Thence North 39°19'32" West, along said centerline, a distance of 727.24 feet the TRUE POINT OF BEGINNING;

Thence South 80°05'04" West, a distance of 27.36 feet to the beginning of a tangent curve, concave Northerly, having a radius of 60.00 feet;

Thence Westerly, along said tangent curve, through a central angle of 23°24'37", an arc distance of 24.52 feet;

Thence North 76°30'19" West, a distance of 12.94 feet to the Southwesterly right-of-way line of said Union Pacific Railroad;

Thence North 39°19'32" West, along said Southwesterly right-of-way line, a distance of 33.10 feet;

Thence South 76°30'19" East, a distance of 39.31 feet to the beginning of a tangent curve, concave Northerly, having a radius of 40.00 feet;

Thence Easterly, along said tangent curve, through a central angle of 23°24'37", an arc distance of 16.34 feet;

Thence North 80°05'04" East, a distance of 43.89 feet to the beginning of a tangent curve, concave Southerly, having a radius of 50.00 feet;

Thence Easterly, along said tangent curve, through a central angle of 15°32'43", an arc distance of 13.57 feet;

Thence South 84°22'13" East, a distance of 21.20 feet to the Northeasterly right-of-way line of said Union Pacific Railroad;

Thence South 39°19'32" East, along said Northeasterly right-of-way line, a distance of 28.26 feet;

Thence North 84°22'13" West, a distance of 41.17 feet to the beginning of a tangent curve, concave Southerly, having a radius of 30.00 feet;

Thence Westerly, along said tangent curve, through a central angle of $15^{\circ}32'43''$, an arc distance of 8.14 feet;

Thence South $80^{\circ}05'04''$ West, a distance of 16.53 feet to the TRUE POINT OF BEGINNING.

CONTAINING 2,649.80 square feet / 0.061 acres, more or less.





DANIEL J. ZOLDAK DATE

EXHIBIT B

To Pedestrian Underpass Crossing Agreement

**Cover Sheet for the
General Terms and Conditions**

EXHIBIT B

TO PEDESTRIAN UNDERPASS CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Licensee shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Licensee shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Licensee for the purpose of conveying electric power or communications incidental to the Licensee's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Licensee to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Licensee shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Licensee at its own expense settles with and obtains releases from such nonparties.
- C. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Underpass, provided that such attachments shall comply with Licensee's specifications and will not interfere with the Licensee's use of the Crossing Area.
- D. So far as it lawfully may do so, the Licensee will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Underpass.
- E. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Underpass and its appurtenances, or for the performance of any work in connection with the Project, the Licensee will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF UNDERPASS

- A. The Licensee, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the Licensee, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Underpass and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences as designated by the Railroad. Upon completion of the Project, the Licensee shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the Licensee upon the Railroad's property (including, but not limited to, construction of the Underpass and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Minimum Coordination Requirements set forth in **Exhibit C** and other guidelines furnished by the Railroad.

- D. All construction work of the Licensee shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Licensee. The Licensee hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Licensee and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Licensee, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Licensee is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Licensee at the Licensee's own expense, or by the Railroad at the expense of the Licensee, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Licensee of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Licensee shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

- A. The Licensee, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Underpass, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Underpass, as well as all graffiti removal or over-painting involving the Underpass.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad above the Underpass.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Licensee that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the Licensee shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Licensee shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by Licensee.** If the Licensee's employees need to enter Railroad's property in order to perform an inspection of the Underpass, minor maintenance or other activities, the Licensee shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Licensee, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Licensee's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Licensee's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.**
- (i) If the Licensee's employees need to enter Railroad's property as provided in Paragraph B above, the Licensee agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Licensee 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 Railroad'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 thirty (30) day notice, the Railroad Representative will determine and inform Licensee whether a flagman need be present and whether Licensee needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Licensee for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Licensee agrees that Licensee is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

- (ii) 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 Railroad 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 shall pay on the basis of the new rates and charges.
- (iii) Reimbursement to Railroad 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 Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Railroad 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 thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

- D. **Compliance With Laws.** The Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.
- E. **No Interference or Delays.** The Licensee shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. **Supervision.** The Licensee, at its own expense, shall adequately police and supervise all work to be performed by the Licensee, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Licensee for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Licensee with any requests or recommendations made by such

representatives. If a representative of the Railroad is assigned to the Project, the Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

- G. **Suspension of Work.** If at any time the Licensee's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Licensee is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Licensee at the Licensee's own expense or by the Railroad at the expense of the Licensee. The Licensee shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The Licensee shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. **Excavation.** The Licensee shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Licensee shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Licensee, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Licensee in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. **Drainage.** The Licensee, at the Licensee's own expense, shall provide and maintain suitable facilities for draining the Underpass and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Licensee, at the Licensee's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Licensee, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Licensee shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the Licensee shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad'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 Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - **INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Licensee, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Licensee shall install adequate

temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Underpass has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Licensee for a period of three (3) years following the date of Railroad's last billing sent to Licensee.

SECTION 10 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Licensee and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Licensee shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Licensee and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To New Pedestrian Underpass Crossing
Agreement

Cover Sheet for the
Railroad's Coordination Requirements



EXHIBIT C

TO NEW PEDESTRIAN UNDERPASS CROSSING AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement:	Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.
Agency:	City of Madera
AREMA:	American Railway Engineering and Maintenance-of-way Association
Contractor:	The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD:	Manual on Uniform Traffic Control Devices
Project:	Construction of new pedestrian underpass
Railroad:	Union Pacific Railroad Company
Railroad Project Representative:	Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative:	Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements:	The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Kevin Yoder, 916-789-5152

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Craig Whiteley, 559-443-2328

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

- A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.
- B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit Non-Railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.
- C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.
- D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

- A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.
- B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.
- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. **Conditional Work Window:** A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.

2. **Absolute Work Window:** A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as **Exhibit E**, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 1. Description of work to be done.
 2. The days and hours that work will be performed.
 3. The exact location of the work and proximity to the tracks.
 4. The type of window and amount of time requested.
 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the



Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Railroad's Coordination Requirements

Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' - 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with

requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,500 per day for a 12-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT D

To New Pedestrian Underpass Crossing
Agreement

Cover Sheet for the
Railroad's Summary Estimate

EXHIBIT D

UNION PACIFIC RAILROAD COMPANY SUMMARY ESTIMATE SHEET

The estimated costs for Railroad Flagging, Engineering, At-Grade Crossing Removal and Field Inspections are \$1300.00 per 12hr day for the Harney Road Overhead project.

Flagging (10 days at \$1,500. Per 12 hour day):	\$15,000.
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Engineering Inspection/Review:	\$10,000.
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Contingency (10%):	\$2,500.
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Total Cost Estimate:	\$27,500.
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Note: This is a estimate only. Railroad shall bill on a actual cost basis. If the total cost estimate is anticipated to exceeded, a supplement to the agreement must be executed by parties prior to the beginning of any work beyond this amount.

EXHIBIT E

To New Pedestrian Underpass Crossing
Agreement

Cover Sheet for the
Railroad's Form of
Contractor's Right of Entry Agreement



Folder No.:

UPRR Audit No.:

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20__, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

(Name of Contractor)

a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by the _____ ("Public Entity") to perform work relating to the _____ at-grade public road crossing with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post _____ (DOT _____) on its Subdivision in or near _____, _____ County, _____, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____, between the Railroad and the Public Entity.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is

limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):



- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein
(Expiration Date)



provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: _____*

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such

noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Danielle Allen
Manager-Real Estate

(Name of Contractor)

By _____

Printed Name: _____

Title: _____

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor 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 Railroad'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 Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. 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 Railroad 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, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad 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 Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad 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, Contractor 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 Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. 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 Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, 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 Railroad without liability to Contractor 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 Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on Railroad'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. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad'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 Railroad's property. Contractor shall not have or seek recourse against Railroad 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 Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor 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 7. SAFETY.

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor 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. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, 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.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor 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 8. INDEMNITY.

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. 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.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- 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 combined single limit of not less \$5,000,000 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.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor 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.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor 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 as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

- G. 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 Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor 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. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. 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 where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

- A. All employees of Contractor 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, Contractor'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

Contractor shall require its employees 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 Contractor'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

Contractor is 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 distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

- ii. Wear an orange, reflectorized workwear 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. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor 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 Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor 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:
 - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound 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. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor 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 Contractor 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 of 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.



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF May 16, 2018

AGENDA ITEM NUMBER C-1

APPROVED BY


GRANT ADMINISTRATOR


CITY ADMINISTRATOR

SUBJECT:

PUBLIC HEARING TO CONSIDER THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY COMMITTEE RECOMMENDATIONS FOR THE 2018/2019 ACTION PLAN AND REQUEST FOR COUNCIL TO APPROVE THE ALLOCATIONS

RECOMMENDATION:

Staff recommends Council open the public hearing and consider the Community Development Block Grant (CDBG) Advisory Committee's recommendations for allocating the City's CDBG funding for FY 2018/2019 and approve the allocations. The Advisory Committee held a public meeting to interview applicants and discuss the merits of their applications on April 19, 2018 and again on May 7, 2018 to finalize the allocation proposal. City staff thoroughly advised the Advisory Committee of the City's priority rankings of our internal service and capital needs under this year's Action Plan to ensure that the recommendations were consistent with the Department of Housing and Urban Development (HUD) requirements for funding CDBG projects and the City of Madera HUD-approved five-year (2015-2019) Consolidated Plan.

DISCUSSION:

This is the first in a series of Council hearings for the City's CDBG Action Plan for FY 2018/2019. The purpose of this public hearing is for Council to consider the recommendations offered by both the CDBG Advisory Committee and Staff before approving allocations of the funding for next fiscal year. After tonight's allocations are approved, staff will allow for the 30-day public comment period as required by our Citizen Participation Plan and by HUD, to receive comments on the proposed allocations. Following that 30-day period, staff will respond to any public comment(s) received and advise Council about all public comments received regarding the proposed allocations and Council will be asked to approve final allocations at its June 20, 2018 meeting. Staff will then submit the Council agreed upon final allocations to HUD for approval of the City of Madera's 2018/2019 CDBG Action Plan.

During the process to prepare the 2018/2019 CDBG Action Plan, staff carried out a series of workshops and community public input meetings using several approaches to inform the City residents about the CDBG Action Plan's objectives and requirements and to obtain input on the City's most pressing needs and issues which could be addressed with HUD CDBG funding. Staff conducted the following:

- Attended the St. Mary's Neighborhood Watch meeting Tuesday, February 6, 2018.
- Attended the Social Agencies Linking Together (S.A.L.T.) meeting Thursday, February 8, 2018.
- Published bilingual notices in the Madera Tribune Wednesday, March 7, 2018.
- Hand-delivered the bilingual notices to 24 locations consisting of social service agencies, the Housing Authority, the Madera County Library, senior centers, schools and grocery stores on Friday, March 9, 2018.
- Mailed bilingual notices to churches, non-profits and service providers (46 individual mailings).
- Provided CDBG presentation and obtained input at three noticed Public Input meetings on:
 - Tuesday, March 13, 2018 at the Frank Bergon Senior Center.
 - Wednesday, March 14, 2108 at Trinity Lutheran Church.
 - Tuesday, March 20, 2018 in the City Hall Conference Room.
- Published bilingual notices in the Madera Tribune Saturday, March 24, 2018.
- Bilingual notice published in the April 2018 City Utility Billing newsletter.
- Held a noticed workshop for the CDBG Advisory Committee to present details about staff's methodology to obtain citizen input and the results, define the Committee's role, Committee's survey results, feasibility of a desktop review and interview format versus presentations from applicants for the current funding round, etc. to finalize this year's Action Plan's process. (Please see Attachment A: Public Outreach Documentation, Advisory Committee Survey Results and Consolidated Plan Fourth Year Priority Needs and Goals.)

Through this extensive input process, the areas that community members identified as key priorities that should be addressed under HUD CDBG funding this upcoming year, and which are consistent with the Consolidated Plan were the following:

To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness.
Programs to engage youth in leadership, college readiness, employment and life skills training
Programs, services and community facilities to support seniors' wellness, nutrition and recreation
Installation or reconstructing of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

Applications that address any of these priority needs were ranked higher by the Advisory Committee's scoring. Staff urges Council to consider that staff has to justify how a proposal for an allocation complies with the Action Plan's priorities and is consistent with the Consolidated Plan to HUD, in order to have the Action Plan approved.

On April 19, 2018, the CDBG Advisory Committee held interviews with applicants applying for CDBG allocations for Administration, Public Services and Capital Improvements/Public Facilities. (Council may also access the applications submitted for consideration through their iPads.) The CDBG Advisory Committee had already reviewed and scored the applications prior to this meeting, but had the opportunity to ask detailed questions to applicant representatives in order to finalize their scoring and allocation proposals. The Advisory Committee derived recommendations using HUD's allocation estimates by the end of that meeting. Given that the final formula allocations were released by HUD on May 1st, and the City's CDBG allocation was higher than estimated, the Committee met again on May 7th to consider how to distribute the additional funds (\$155,704) for Administration, Public Services and Capital Projects/Public Improvements. The revised allocations are included in Attachment B (Advisory Committee & Staff Recommendations).

Staff considers that the Advisory Committee has thoroughly vetted each application and has invested a lot of time and efforts in deriving at their proposal. Staff advised the Advisory Committee on the prioritization of public needs as they were gathered through the public input meetings and to consider their financial impacts on the City. As such, Staff recommends that the Advisory Committee's mutually agreed upon proposed allocations be strongly considered for approval by City Council.

FINANCIAL IMPACT:

This is a Federal grant and the ultimate allocation of the available funding may affect the General Fund through increased revenues or expenditures, which would be approved by Council.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Given the broad scope of this grant, Action Plan activities have the potential to advance an extensive number of the Vision Plan's objectives. The Advisory Committee's funding allocations are consistent with CDBG regulations, the Consolidated Plan and promote the aspirations of the Vision Madera 2025 Plan.

Attachment A

**COMMUNITY DEVELOPMENT BLOCK GRANT 2018/2019
REVIEW COMMITTEE SURVEY RESULTS**

Question No. 1: Your willingness to continue serving on the RAC	
Alyssia Arredondo	Willing
Candace Talley	Willing
Jason Lorange	sure ?
Kenneth Hutchings	As you may recall, I was super frustrated following last year's process when the City Council basically held another public hearing and gave little heed to the RAC recommendations. In addition, the firm I work for was disqualified from potential work on a project involving CDBG funds because of my involvement with the RAC. Thus, my willingness to serve is questionable at this time.
Linda Clark	Please see attached.
Pete Nijjar	Yes

Question No. 2: Your willingness to attend a workshop in advance of the public meeting.	
Alyssia Arredondo	Willing
Candace Talley	Willing
Jason Lorange	Sure
Kenneth Hutchings	No response.
Linda Clark	I would appreciate a Workshop prior to the Public Meeting, in the event there are updates to the Consolidated Plan needs and priorities. An overview of Roberts Rule of Order and the Brown Act assures that the RAC Committee members have the same information of processes. There might also be a short question and answer period, whereas the RAC Committee would hear the information at the same time. Communication is key.
Pete Nijjar	-sure it should be done about a couple of weeks before the meeting.

COMMUNITY DEVELOPMENT BLOCK GRANT 2018/2019 REVIEW COMMITTEE SURVEY RESULTS

Question No. 3: Your thoughts about improving the applications. For example, limiting narrative sections of the application to 400 +/- characters and any other improvements.	
Alyssia Arredondo	Need more time to consider improvements. However, it appears to contain redundancies.
Candace Talley	Limiting narrative is good idea, more succinct.
Jason Lorance	Good idea
Kenneth Hutchings	Given the competition for the funds, I believe that any information regarding the performance is always helpful.
Linda Clark	Improving the application – (Questions 4 & 5 are a part of the current application and should be priority along with other suggested improvements.
Pete Nijjar	No response.

Question No. 4: Your preference, if any, to learn about past and present performance of applicants.	
Alyssia Arredondo	Necessary
Candace Talley	I would like to learn about past and present performance.
Jason Lorance	YES, would like to know performance of money allocated
Kenneth Hutchings	No response.
Linda Clark	I am interested in past and present performance and outcomes of applicant.
Pete Nijjar	yes should present actual work done in the past with real numbers.

**COMMUNITY DEVELOPMENT BLOCK GRANT 2018/2019
REVIEW COMMITTEE SURVEY RESULTS**

Question No. 5: Suggestion for the format used to rate and rank applications.	
Alyssia Arredondo	The rating system should be vetted and a comparative analysis should be performed by reviewing other systems for similar awards. I will provide more comment and suggestions later.
Candace Talley	Depends on how many there are, yet there should be some sort of ranking case someone calls out what the RAC is doing.
Jason Lorange	None
Kenneth Hutchings	No response.
Linda Clark	Prior awarded dollars received, performance of program, positive outcomes of prior years, letters from customers/clients.
Pete Nijjar	We should develop a format line a standard form with questions that the applicant answers.

Question No. 6: Recommendations for expediting applicant presentations.	
Alyssia Arredondo	Applications should be reviewed in advance by the committee with opportunity to ask questions of the applicants.
Candace Talley	No.
Jason Lorange	None
Kenneth Hutchings	During the years that I served on the RAC, I have felt that the meetings have been of reasonable length, thus I do not feel that expediting applicant presentation is a crucial matter.
Linda Clark	N/A
Pete Nijjar	we should discuss this at the workshop meeting.

**COMMUNITY DEVELOPMENT BLOCK GRANT 2018/2019
REVIEW COMMITTEE SURVEY RESULTS**

Question No. 7: Recommendations for determining the Chair in advance of the public meeting. The Chair presents recommend allocations the City Council.	
Alyssia Arredondo	Nominations should be made along with rationale for why? Then then committee should on the nominees.
Candace Talley	Ask if anyone is interested in doing it.
Jason Lorange	None
Kenneth Hutchings	If I do decide to serve on the RAC, I do not want to serve as Chair again. My attendance at the Council Meeting earlier this year just left too much of a bad taste.
Linda Clark	Committee Member send letter of interest for RAC Chair or hold a special meeting to vote.
Pete Nijjar	let us have a vote on electing the chair either at the workshop meeting or by e mail.



Frank Bergon

CONSOLIDATED PLAN PRIORITY NEEDS AND GOALS

Public Services

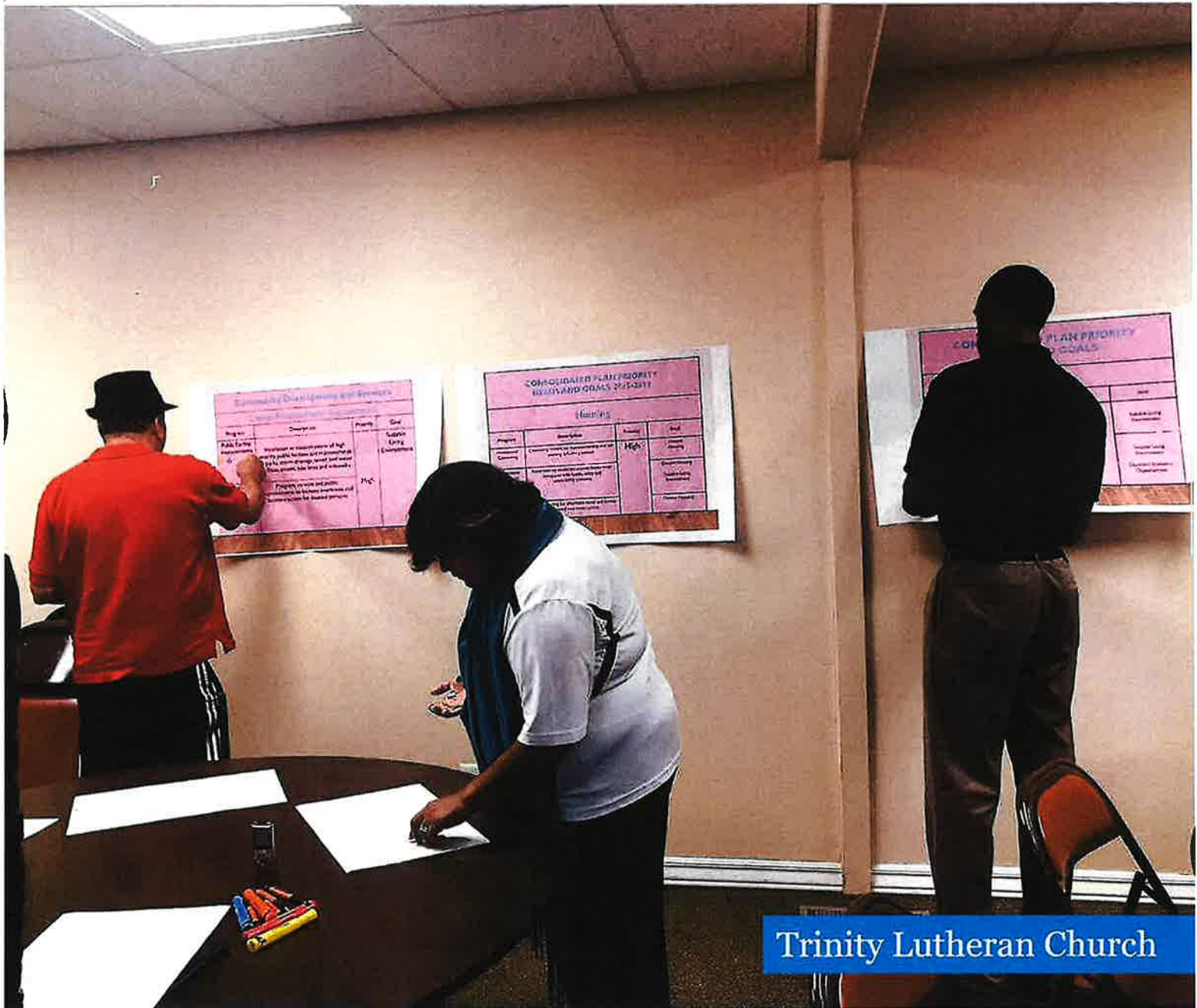
Program	Description	Priority	Goal
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.	High	Suitable Living Environment.
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.		Suitable Living Environment. Expanded Economic Opportunities

Frank Bergon

Community Development and Services

Capital Projects/Public Improvements

Program	Description	Priority	Goal
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.	High	Suitable Living Environment
Public Facilities: Services for Persons with Disabilities	Program, services and public improvements to increase awareness and facilitate access for disabled persons.		



Trinity Lutheran Church

CONSOLIDATED PLAN PRIORITY NEEDS AND GOALS 2015-2019

Housing

Program	Description	Priority	Goal
Homebuyer Counseling	Counseling renters for homeownership and for existing defaulting owners	High	Decent Housing
Homeowner Residential Rehabilitation and Modernization	Assist low- to moderate-income homeowner occupants with health, safety and accessibility concerns		Decent Housing Suitable Living Environments
Affordable Housing	To seek funding for affordable rental and occupied new construction		

Trinity Lutheran Church

Community Development and Services

Capital Projects/Public Improvements

Program	Description	Priority	Goal
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.	High	Suitable Living Environment
Public Facilities: Services for Persons with Disabilities	Program, services and public improvements to increase awareness and facilitate access for disabled persons.		

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 3. *Methoden*
 4. *Ergebnisse*
 5. *Diskussion*
 6. *Fazit*
 7. *Literaturverzeichnis*
 8. *Anhang*
 9. *Index*
 10. *Abbildung*
 11. *Tabelle*
 12. *Formel*
 13. *Diagramm*
 14. *Skizze*
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 17. *Video*
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Trinity Lutheran Church, Wednesday, March 14,
Specific Infrastructure and Neighborhood Im

Street Improvements	<input checked="" type="radio"/>
Lighting Improvements	<input type="radio"/>
Sidewalk Improvements	<input type="radio"/>
Water/Sewer Improvements	<input type="radio"/>
Storm Water and Drainage Improvements	<input type="radio"/>
Playgrounds	<input type="radio"/>
Acquisition and Clearance of Vacant Lots	<input type="radio"/>
Landscaping Improvements	<input type="radio"/>
Neighborhood Signage	<input type="radio"/>
Tree Planting	<input checked="" type="radio"/>
ADA Accessibility to Public Facilities	<input type="radio"/>
Public Art	<input checked="" type="radio"/>

Trinity Lutheran Church

Trinity Lutheran Church

Trinity Lutheran Church

Specific Public Service Improvements

Abused, abandoned and neglected children's services

Employment training services

Youth services

Battered and abused spouses' services

Substance abuse services

Crime awareness/prevention services

Disability services

Homeless services

Mental health services

Childcare services

Transportation services

Senior services

Health services

Legal services

Leadership programs

nutrients

City Hall Conference Room



CONSOLIDATED PLAN FOURTH YEAR PRIORITY NEEDS AND GOALS					
		Frank Bergon Senior Center, Tuesday, 03/13/18	Trinity Lutheran Church, Wednesday, 03/14/08	City Hall Conference Room, Tuesday, 03/20/18	Total
Administration					
Planning Activities	Studies and plans to facilitate increase affordable housing, environmental reviews, housing inventories to improve quality of life in CDBG census tracts	0	0	0	0
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness	4	1	33	38
Fair Housing Activities	To fund fair housing education, training, counseling and renter/buyer audits.	0	0	0	0
Public Services					
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.	1	3	11	15
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.	2	1	20	23
Capital Projects/Public Improvements					
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.	1	3	2	6
Services for Persons with Disabilities	Programs, services and public improvements to increase awareness and facilitate access for disabled persons.	1	2	2	5
Housing					
Homebuyer Counseling	Counseling renters for homeownership and for existing defaulting owners	0	0	0	0
Homeowner Residential Rehabilitation and Modernization	Assist low- to moderate-income homeowner occupants with health, safety and accessibility concerns.	0	1	0	1
Affordable Housing	To seek funding for affordable rental and owner-occupied new construction	0	2	2	4
SPECIFIC PUBLIC SERVICE IMPROVEMENTS					
		0	0	0	0
	Employment training services	0	0	4	4
	Disability Services	0	0	2	2
	Youth Services	4	4	0	8
	Childcare Services childrens' nutrition	1	1	1	3
	Substance abuse services	0	1	0	1
	Homeless services	0	1	3	4
	Battered and abused spouses' services	1	0	0	1
	Transportation Services	0	0	2	2
	Senior Services	0	0	1	1
	Legal Services	0	0	2	2
	Services for persons with HIV/AIDS	0	0	1	1
	Spay/Neuter Voucher Program for City Residents	0	0	6	6
SPECIFIC INFRASTRUCTURE AND NEIGHBORHOOD IMPROVEMENTS					
	Playgrounds	1	1	0	2
	Landscaping Improvements	1	1	1	3
	ADA Accessibility to Public Facilities	1	1	1	3
	Street Improvements	0	1	2	3

CONSOLIDATED PLAN FOURTH YEAR PRIORITY NEEDS AND GOALS					
	SPECIFIC INFRASTRUCTURE AND NEIGHBORHOOD IMPROVEMENTS				
	Lighting Improvements	0	0	1	1
	Sidewalk Improvements	0	0	1	1
	Storm Water and Drainage Improvements	0	0	1	1
	Tree Planting	0	1	0	1
	Public Art	0	1	0	1
	Homeless facilities (transitional and emergency shelters)	0	1	0	1
	Police Stations	0	1	0	1
	SPECIFIC HOUSING IMPROVEMENTS				
	Permanent housing for the homeless	0	1	0	1
		0	0	0	0
	SPECIFIC PUBLIC FACILITIES	0	0	0	0
		0	0	0	0
	Facilities for abused, abandoned and neglected children	0	0	5	5
	Homeless facilitiesd (transitional and emergency shelters).	0	0	2	2



Attachment B

City of Madera 2018/2019 Proposed Community Development Block Grant Programs and Projects



Activity Type	Maximum Allocation	Proposal	Amount Requested	Review Committee 04/19/18	Review Committee 5/07/18	Staff	Max. Remaining Funds
Administration	\$ 174,413	Local Administration	\$ 143,273	\$ 119,200	\$ 147,463	\$ 147,463	
		Madera Rescue Mission	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
		Fresno/Madera Continuum of Care	\$ 16,950	\$ 14,073	\$ 16,950	\$ 16,950	
		Total Administration:	\$ 170,223	\$ 143,273	\$ 174,413	\$ 174,413	\$ -

Activity Type	Maximum Allocation	Proposal	Amount Requested	Review Committee 04/19/18	Review Committee 5/07/18	Staff	Max. Remaining Funds
Public Services	\$ 130,810	Retraining the Village - Hybrid Home Interim Shelter	\$ 26,000				
		Youth Leadership Institute	\$ 10,000		\$ 10,000	\$ 11,678	
		Madera Rescue Mission	\$ 25,000	\$ 10,000	\$ 10,000		
		Madera Coalition for Community Justice	\$ 19,369	\$ 10,000	\$ 10,000	\$ 11,678	
		Doors of Hope	\$ 27,000		\$ 6,678		
		Pequeños Empresarios	\$ 80,000		\$ 6,678		
		Parks Senior Services	\$ 107,454	\$ 87,454	\$ 87,454	\$ 107,454	
		Total Public Services:	\$ 294,823	\$ 107,454	\$ 130,810	\$ 130,810	\$ -

Activity Type	Allocation	Proposal	Amount Requested	Review Committee 04/19/18	Review Committee 5/07/18	Staff	Max. Remaining Funds
Capital Projects / Public Improvements	\$ 584,966	Parks ADA Improvements Phase II	\$ 50,000	\$ 50,000	\$ 97,966	\$ 86,516	
		Engineering Virginia Lee Rose Pedestrian Improvements	\$ 25,000	\$ 25,000	\$ 32,000	\$ 31,900	
		Engineering HAWK Signal at Stadium Rd. and Gary	\$ 140,000	\$ 140,000	\$ 140,000	\$ 154,550	
		Madera Housing Authority - Temporary Housing for Homeless Families at Pomona Ranch Housing Center	\$ 197,000	\$ 173,758	\$ 185,000	\$ 182,000	
		Public Works Millview Community Center New Roof	\$ 95,000	\$ 95,000	\$ 130,000	\$ 130,000	
		Total Capital Projects/Public Improvements:	\$ 507,000	\$ 483,758	\$ 584,966	\$ 584,966	\$ -

\$ 890,189



City of Madera 2018/2019 Community Development Block Grant Proposed Programs and Projects				
TAB	Recipient	Summary	Amount Requested	Estimated Allocation to Commit
1	City of Madera Grant Administration	Administrative activities, services and equipment purchases required to carry out the CDBG program. Coordination/compliance, reporting to HUD, developing agreements with subrecipients and contractors to carry out program activities. To work with partner agencies to compile mailing lists of rental property owners and managers to provide informational materials regarding fair housing rights and responsibilities, including rights of persons with disabilities; and conducting fair housing workshops. Also, to oversee and carryout records management.	\$143,273	\$143,274
2	Madera Rescue Mission	To provide staff wages, operating expenses, phone lines, copy machines, paper costs, building maintenance and utilities, Mission vehicle costs and license/insurance fees, etc.	\$10,000	
3	Community Action Partnership of Madera County	To support the activities of the Fresno Madera Continuum of Care to help address homelessness and community challenges created by homelessness in Madera.	\$16,950	
4	Retraining the Village	Hybrid home to provide prevention, transitional services and housing and coordination of services for hard to serve individuals, males and Veterans.	\$26,000	\$107,454
5 (Formerly Tab 10)	Youth Leadership Institute	To engage youth in After School Programs to work towards solutions, create policy change and impact local municipal policy.	\$10,000	
6	Madera Rescue Mission Services	To provide services associated with carrying out the activities with the Mission to provide emergency shelter, food, Addiction Program, clothes and clothe washing, showering and overnight accommodations.	\$25,000	
7	Madera Coalition for Community Justice – Resilient Madera	To support youth through a holistic approach to student's health and academic success, training in leadership and community engagement. To include parents in a 12-week leadership workshop. To empower at-risk students and provide a safe welcoming place to connect, share coping and stress reduction techniques to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors.	\$19,369	
8	Doors of Hope	Services for practical, emotional and spiritual support, free pregnancy tests, parenting classes, anger management and counseling/mentoring. To hire a full-time, Bilingual staff member and cover the cost of salary, payroll taxes and workman's compensation insurance.	\$27,000	
9	Pequeños Empresarios	To instill manners, respect for the earth and early understanding of finance and work/life/nutrition habits.	\$80,000	
10 (Formerly Tab 5)	City of Madera Parks & Community Services Department	To support staffing, supplies and associated programming costs for Parks' suite of senior activities (1) Meals on Wheels, (2) Recreation and enrichment at three congregate sites and (3) nutrition/meal programs at each site.	\$107,454	
11	City of Madera Parks & Community Services Department	To carry out ADA improvements at City Hall, the Pan American Community Center and the Frank Bergon Senior Center.	\$50,000	
12	City of Madera Engineering Department – Virginia Lee Rose Elementary School Pedestrian Safety Improvements	Installation of a Rectangular Rapid Flash Beacon system at the intersection of Sunrise Avenue and Lily Street.	\$31,900	\$483,758
13	City of Madera Engineering Department - Pedestrian Safety Improvements	To install a HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street	\$154,550	
14	Housing Authority of the City of Madera - Temporary Housing for Homeless Families at Pomona Ranch Housing Center Phase II	To upgrade the Pomona Ranch Housing Center's 50 units with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season during the colder winter months. To fund salary and benefits, for a Case Manager, services and supplies, insurance, consultation, equipment rentals HVAC installation, transportation and contingency.	\$197,000	
15	City of Madera Public Works Department	To replace the Millview Community Center's roof.	\$95,000	

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATION PROPOSAL APPLICATION
2018/2019

AGENCY/PROGRAM INFORMATION

DATE SUBMITTED: April 11, 2018

Legal Name of Agency: City of Madera

Program Name: CDBG Administration

Agency Address: 205 W. Fourth Street

City/Zip: Madera Telephone: 559-661-3693

Program Manager: Jorge Rojas FAX: 559-674-2972

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

This activity provides oversight in all areas of the CDBG program. Oversight includes the following areas:

- consultant services
- providing subrecipients with training and capacity building
- providing staff and the public with Fair Housing training and oversight
- funding to remain current with, but not limited to training, regulations and CDBG components such as:

- Davis Bacon Prevailing Wage
- National Environmental Policy Act
- Section 3
- Minority Business and Disadvantage Business recruitment and contracting
- Outcome and Performance Measurements
- Integrated Disbursement and Information System Reporting
- Economic Development
- Continuum of Care coordination and capacity building
- Downtown and historic preservation
- Neighborhood Revitalization Strategies
- Americans with Disabilities Act compliance and ensuring access to programs and facilities

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

Several agencies and City Departments carry out CDBG activities. They do not provide CDBG administrative services.

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

CDBG Administration provides oversight and guidance of funded projects. It does not duplicate their activities.

CLIENT POPULATION

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

Not applicable

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

Not applicable

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

_____ Yes X No

If yes, explain:

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

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

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

RACE	NO.	RACE	NO.
White	_____	American Indian or Alaska native AND White	_____
Black/African American	_____	Asian AND White	_____
Asian	_____	Black/African American AND White	_____
American Indian or Alaska Native	_____	American Indian/Alaska Native AND Black/African American	_____
Native Hawaiian or Other Pacific Islander	_____	Other: _____	_____
Mexican/Chicano	_____	Cuban	_____
Puerto Rican	_____	Other Hispanic/Latino: _____	_____

EFFECTIVENESS AND EFFICIENCY

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

Our effectiveness is measured annually and documented in the Consolidated Annual Performance and Evaluation Report. This provides a summary of what we accomplished throughout the program year as well as the number of persons served and amount spent.

What National Objective does your program meet?

Administration of the CDBG program is exempt from meeting a National Objective.

Describe what measureable objectives your program meets?

Administration of the CDBG program is exempt from measurable objectives. It reports the outcomes of funded programs.

How will your program meet its goals in one year?

A function of Administration associated with the CDBG program is the oversight and monitoring associated with ensuring CDBG-funded programs meet their stated goals.

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

The scope of activities funded with CDBG have the potential to advance an extensive number of the Vision Madera 2025 Action Plan's objectives. Funding requests are reviewed for consistency with CDBG regulations and, also, to promote the aspirations of the Vision Madera 2025 Action Plan.

SERVICE FUNDING

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

Except the General Fund, no other sources are available. Applicants funded with

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

Not applicable.

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

Not applicable.

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

Not applicable for Administrative program oversight.

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

Not applicable for Administrative program oversight.

Is income criteria used to establish eligibility for services?

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

Is a fee schedule used?

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

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY) (CDBG)	143,273	
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	143,273	
		AMOUNT
SALARIES		85,964
BENEFITS		37,251
TELEPHONE		1,500
ADVERTISING		2,000
OFFICE SUPPLIES		1,250
SOFTWARE		1,250
CONFERENCE/TRAINING		2,000
INTERFUND CHARGE- CENTRAL SUPPLY		300
CONTRACTED SERVICES HOME Long-Term Monitoring, Fair Housing Information and Coordination		12,258
TOTAL		143,273

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet?

City Council serves as the governing board. Their meetings are the first and third Wednesday of every month.

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

7

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

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: March 27, 1907

IRS Employer Number: 94-6000365

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

Name	Occupation	Term	District
Andrew J. Medellin, Mayor	Owner, Andy's Sports and Design	Elected 2016, Mayor term ending December 2020	At-Large
Cecelia (Cece) Foley Gallegos, Mayor Pro Tem	Educator	Elected June 2016, Council Member term ending December 2018	1
Jose Rodriguez	Mortgage Lender	Elected November 2016, Mayor Pro Tem Term Ending December 2018; Council Member term ending December 2020	2
William Oliver, Council Member	Business Support Manager, Fresno County Economic Development Corporation	Elected November 2014, Council Member term ending December 2018	3
Derek O. Robinson Sr., Council Member	Postal Service Retiree, Youth Counselor, Track Athlete and Coach	Elected November 2012, Council Member term ending December 2020	4
Charles Flores Rigby, Mayor Pro Tem	Pastor, Valley West Christian Center; Boys Basketball and Golf Coach, Madera Unified School District	Elected November 2014, Council Member term ending December 2018	5
Donald E. Holley, Council Member	Machine Operator, Jesse Owens Games Organizer, past NAACP President, MLK Committee Member	Elected November 2012, Council Member term ending December 2020	6

FINANCIAL:

How often are financial records audited, and by whom?

Annually by Price Paige & Company

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

If so, for how much? \$1 million

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

None.

List any outstanding obligations:

None.

RESOLUTION/CERTIFICATION:

Not applicable at this time. The City Council will approve a resolution for the final 2018/2019 programs and projects in the Action Plan.

We, the Board of Directors of _____ do hereby resolve that on _____, 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: _____

AGENCY NAME: _____

ADDRESS: _____

TELEPHONE: _____

By: _____

President of the Board of Directors

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

By: 
Grants Administrator

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

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

DUE DATE:

April 13, 2018; 5:00 p.m.

CONTACT PERSON:

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



RECEIVED
4/13/18
11:30 am

P.O. Box 642 • Madera, CA 93639
Bus. (559) 675-8321 • Fax (559) 675-8073 • munger@maderarescue.org

City of Madera
205 West Fourth Street
Madera, CA 93637
ATTN: CDBG Administration
Jorge Rojas – Program Manager

April 12, 2018

Dear Jorge,

We here at the Madera Rescue Mission are respectfully submitting **two** applications for grant funding from the CBDG Administration.

The first being for assistance in the **services** we provide the Madera community in the amount of **\$25,000** the details of which are outlined and described in the attached application.

The second is in the amount of **\$10,000** to help provide assistance for **administration** by way of staff wages (which are kept to a minimum), operating expenses: phone lines, copy machines and paper costs, building maintenance and utilities, Mission vehicle costs and licence/insurance fees, etc.

In operating as a non-profit organization we rely heavily on donations and grant funding to keep things running smoothly and maintaining the level of quality services to our clients, the homeless, displaced and needy of our community. CBDG's financial assistance with what we do here at the Madera Rescue Mission will be greatly appreciated as we move forward in our efforts to serve.

With respect and thanks,

Pastor Mike Unger
Executive Director
Madera Rescue Mission

Date 4-12-18
 Agency MADERA RESCUE MISSION
 Program COMMUNITY SHELTER AND REHABILITATION PROGRAM

		Scoring					COMMENTS
EVALUATION QUESTIONS		0	1	2	3	4	
A.	Program Design						
1	Does the program address one of the City's priorities for this year's Action Plan?						
2	Does the program serve mainly low- to moderate-income people?						
3	Is there an effective outreach effort?						
4	Are the expected outcomes described and quantified?						
5	Is there a plan for assessing the program outcomes?						
B.	Capacity and Past Performance						
1	Is the Board of Directors active?						
2	Is staffing adequate?						
3	Does the applicant have other sources of funding sufficient for its programs?						
4	Did the agency meet its contractual obligations for past use of CDBG funds including meeting planned outcomes?						
5	Does the budget seem adequate?						
6	Deliverability: Will the applicant be able to accomplish what is claimed in the application?						
	Extra Bonus Points						
1	Is the proposed program new or different or special?						
2	How important is CDBG funding for this project? Are CDBG funds the only likely way to accomplish this program?						
Total							

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATION/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	784	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	392	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	45	33	8	120	138	17	20	11
GENDER	Female	296						
	Male	96						
FEMALE HEAD	266							

EthnicCategories*	No.
Hispanic or Latino	227
Not-Hispanic or Latino	165
Racial Categories*	
American Indian or Alaska Native	18
Asian	0
Black or African American	69
Native Hawaiian or Other Pacific Islander	0
White	66
Other	239

***Definitions of these categories may be found on the next page.**

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT	
CITY	0	
UNITED WAY	\$737.00	
STATE (SPECIFY)	0	
FEDERAL (SPECIFY)	0	
SERVICE FEES	0	
FUND RAISING	\$65,000	
DONATIONS	\$275,000	
RESERVE/CONTINGENCY	0	
OTHER (LIST)	&\$5,00	
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$33,500
BENEFITS	0150	0
SERVICES & SUPPLIES		
INSURANCE	0200	\$32,000
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	\$6,000
OFFICE EXPENSE	0350	\$14,000
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	\$45,000
TRAVEL (ADMIN.)	0550	\$5,000
FOOD SUPPLIES	0600	\$25,000
CONTRACTS	0650	\$2,500
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL	See attachment #1	See attachment #1

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Once a month

What was the average number of Board members attending meetings last year? 6

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

7 Minimum

11 Maximum

Please provide the following information:

Date of Incorporation: 01/05/1987

IRS Employer Number: 77-0144133

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

See Attachment # 4

FINANCIAL:

How often are financial records audited, and by whom? CPA Annually

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera **Rescue Mission** do hereby resolve that on April 6, 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: April 12th, 2018

AGENCY NAME: Madera Rescue Mission

ADDRESS: 1305 CLINTON MADERA, CA 93638

TELEPHONE: 559-675-8321

By: 
Dan Humphries, Treasurer of the Board of Directors

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

By: 
Mike Unger, Executive Director

RETURN THIS ORIGINAL TO:

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

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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

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

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

The homeless situation in Madera County is a complicated one. It impacts businesses, residential areas, health care and social services and it remains a controversial topic of conversation within the community.

- a. The mission provides emergency shelter to some 100 plus men, women and children nightly.
- b. The mission provides breakfast, lunch and dinner or 200 plus meals daily.
- c. The mission programs and counsels some 78 individuals throughout the year in our 18-month Addiction Program.
- d. The mission provides at no charge, clothes and clothes washing services to the homeless.

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

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

Hope House provides daily activities for the homeless, Holy Family Table, we assist the Madera County Food Bank distributing food boxes to alleviate the hunger issue within our community.

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

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

- a. We have emergency housing for women and children 49 beds
- b. We have emergency housing for men 95 beds
- c. A hot well balanced nutritionally sound dinner is created nightly
- d. Faith based 18 month Addiction Recovery program for both men 17 beds and women 5 beds (12 months in-in-patient and 6 months transitional/out-patient)
- e. Work training, and work placement assistance
- f. Ongoing counseling and mentorship long after they've graduated or left the program.

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

The Mission's effectiveness can be measured in several ways:

- a. By removing 100 plus homeless men, women, and children from the streets nightly and in so doing, making a safer city for all parties involved.
- b. By caring for single mothers and children (Shelter, diapers, formula, counseling).
- c. By feeding 200+ meals a day we create and provide healthy food choices.
- d. By moving some 70 or so men and women through our 18-month Faith based Addiction Recovery Program.
- e. By moving our program graduates into transitional housing
- f. Once transitionally housed our graduates have an opportunity to finish their Grade 12 or GED educational requirements, or find gainful employment
- g. Once gainful employed our transitional candidates are assisted and directed to permanent housing or restoration of housing
- h. I would be remiss not to mention the changed lives that are touched as God plays a more active role in their recovery.
- i. Special events activities; the holidays are particularly difficult for the homeless. As such, we make a special effort to brighten the Thanksgiving season for those that may not have much to be thankful for. We do this by preparing and presenting some 1,600 plus turkey meals, complete with all the fixings. In Christmas Dinners complete with 1,200 age specific, wrapped toys for the children.

Which National Objective does your program meet?

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

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

Which measurable objectives does your program meet?

Our objectives serve the following groups:

- No one is denied services
- Individuals with substance abuse
- Low income families & children

The Mission meets the measurable objective of assisting ALL that come to the Mission looking for services, turning NO ONE away provided we are able to help. It may sound somewhat heady to suggest that we have a 100% success rate, but I contend that this statistic is 100% correct, let me explain. Not everyone that comes to the Mission does or completes what we say, or teach in the program, but if we as a believers treat everyone that seeks help with respect and dignity, we will have fulfilled our mandate of loving our neighbor and as such, we will achieved 100% success.

How will your program meet its goals in one year?

The mission will meet or exceed its goals by providing a higher level of services through improved facilities and improved skills training

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

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

The following are the financial resources available to us for 2018:

Temporary AB109 & MIOCR grant ending 06/2018

Central Women Conference. (See Attachment # 2)

Bank of America Charitable Foundation. (See attachment # 3)

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

Our income comes from: three major's events: Second Wind 5K run, our annual fundraiser banquet in October, and Thanksgiving & Christmas meal mail campaigns. In addition, we also have 150 donors between local churches, local businesses and single individuals of Madera County that donate food, clothing and support.

- Projected Net Income:
- Second Wind 5K \$ 10,000
- Christmas & Thanksgiving Campaign \$ 27,000
- Annual Banquet \$ 50,000
- Rescue Mission Auxiliary (meeting once monthly at local churches) \$8,000

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

MRM promotes our fundraising activities through radio, television, social media (Facebook), and appearances at local churches and Auxiliary meetings throughout the year.

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

N/A

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

N/A

Discuss your program's project successes.

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

Discuss your program's/project's past performance (2011 to 2016).

We have witnessed a steady increase of clients including those that need assistance finding sobriety. As a result we have seen more success, in fact we currently feel we have 100% success rate giving we are loving & caring for those that come and in so doing we fulfill our mandate of serving others, for their benefit or good, without thought of return. We love like our great example, Jesus Christ.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

We will provide better food quality as well as quantifiable resume inserts based on completed program training and job preparation. We will improve facilities, flooring, and appliances. We will increase capacity with additional beds, re-establishing the priority of value to those clients that come by better equipping them through evidence based training, etc.

Madera Rescue Mission, Inc.

2018 Budget

1/18/2017


Attachment #1

REVENUE	2018 BUDGET	2017 Budget	12/31/2017 Draft Actuals	
Revenue				
Grants	13,000	7,500	23,296	FEMA
Unrestricted Contributions	275,000	300,000	248,103	
AB109, Ace	290,000	293,000	301,962	AB109 96k; Ace16k (2018 half Miocr 89k)
Special Events (Run, Banquet)	65,000	65,000	98,158	Banquet 35k; Run 30k
Miscellaneous	5,000	5,000	7,445	Recycling, misc
Interest	400	-	116	
TOTAL REVENUE	648,400	670,500	679,080	
Special Event Expense	24,000	24,000	34,924	Banquet 9k; Run 15k
Gross Profit	624,400	646,500	644,156	
EXPENDITURES				
Professional Services				
Accounting Fees	6,000	6,000	5,280	
Outside Contractors	2,500	2,500	1,384	
Total Professional Fees	8,500	8,500	6,664	
Operations				
Advertising Expense	19,000	14,000	19,133	AKA 17k ; Misc 2k
Auto Expense	6,000	6,000	5,068	
Food Supplies	25,000	24,000	25,804	
Maintenance & Repairs	35,000	40,000	30,339	
Supplies	14,000	14,000	13,879	
Telephone	12,000	11,000	13,487	
Utilities	45,000	44,000	50,869	
Total Operations	156,000	153,000	158,579	
Administration				
Bank Charges	100	100	125	
Dues & Subscriptions	11,000	11,000	10,337	Ace 8.5k; AGRM 1.5k; Misc 1k
Insurance	32,000	35,000	30,396	
Other Costs	3,000	2,000	3,561	
Staff Development & Travel	5,000	5,000	3,396	
Total Administration	51,100	53,100	47,815	
Payroll Expense				
Salaries & Wages	333,500	340,000	317,271	11 staff/12 staff
Payroll Taxes	28,300	27,000	21,720	
Total Payroll Expense	361,800	367,000	338,991	
TOTAL EXPENDITURES	577,400	581,600	552,049	
NET INCOME (LOSS)	47,000	64,900	92,107	
(Does not include depreciation)				



February 20, 2018

Mike Unger
Executive Director
Madera Rescue Mission Inc.
P.O. BOX 642
Madera, CA 93639

Dear Mike,

Congratulations! It is our pleasure to inform you that the Board of Directors of the CENTRAL CALIFORNIA WOMEN'S CONFERENCE has approved a \$2,000 grant to support your organization's work which benefits women and children in California's Central Valley. The grant is to be applied to the kitchen flooring for the Madera Rescue Mission kitchen. Any significant change in the use of these funds requires prior approval by the Conference board. The CENTRAL CALIFORNIA WOMEN'S CONFERENCE requires donation recipients to use these funds by December 31, 2018.

The CENTRAL CALIFORNIA WOMEN'S CONFERENCE supports 501(c)(3) tax exempt organizations throughout California's Central Valley whose mission and services support women and children, and your grant is made possible from the 2017 conference proceeds.

On **Wednesday, April 11, 2018 at 5:30 p.m.**, we will recognize all grant recipients at a reception at Pardini's (corner of Shaw & Van Ness). An invitation is forthcoming. We look forward to meeting with members of your Board and staff to present your check at that time.

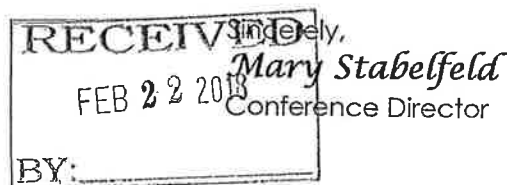
We are delighted to offer this support to Madera Rescue Mission Inc. We appreciate your organization's drive and commitment to improving our community and we wish you continued success in building and sustaining a healthy community for the residents and citizens of our area.

Also, mark your calendar for this year's Central California Women's Conference, which will be held on Tuesday, September 25, 2018.

If we don't have it already, our CCWC PR & Speaker Coordinator, Betsy Hays, may be reaching out to you to obtain your logo or other information in an effort to promote your grant award. If you have received a grant in the past and have a new name or logo, please reach out to her directly at betsy@ccwc-fresno.org.

If you have any questions related to this grant, please feel free to contact Nené Casares (559) 430-6955 or at nenecasares@ccwc-fresno.org or Mary Stabelfeld (209) 356-1000 or at mary@ccwc-fresno.org.

Sincerely,
Nené Casares
Board President



Sincerely
Betsy Hays
PR & Speaker Coordinator

Subject: Fw: Bank of America Charitable Foundation Application Update

From: muruunger911@hotmail.com

To: ligiapacheco40@yahoo.com; lkmorris70@yahoo.com

Date: Wednesday, March 7, 2018, 11:32:48 AM PST

YESSSSSS!

From: do_not_reply@cybergrants.com <do_not_reply@cybergrants.com>

Sent: Wednesday, March 7, 2018 6:30 PM

To: muruunger911@hotmail.com

Cc: charlie.henderson@bankofamerica.com

Subject: Bank of America Charitable Foundation Application Update

March 7, 2018

Mr. Mike Unger
Madera Rescue Mission Incorporated
1305 Clinton
Madera, CA 93638

Dear Mr. Unger:

The Bank of America Charitable Foundation, Inc. is pleased to provide a grant to Madera Rescue Mission Incorporated in the amount of \$2,500.00 for the purposes outlined in your grant request dated 01/10/2018.

The funds awarded will be transferred to you via Automated Clearing House (ACH) and will be reflected as Bank of America CashGrants in your account. Please communicate this gift to the person who manages the bank account you provided for ACH payments.

Bank of America is lending, investing and giving in local communities like yours in order to advance local economies and create positive change. Providing support to organizations like Madera Rescue Mission Incorporated, that are providing critical services and programs are just one of the ways we are helping improve the quality of life in the communities we serve.

This grant is subject to the terms and conditions accepted through your application. In addition, the Foundation may request further information regarding your organization and this grant as agreed to in your grant application. Thank you for your commitment to the community.

Sincerely,

The Bank of America Charitable Foundation, Inc.

The reference code for this application is Request ID: 39272425



P.O. Box 642 • Madera, CA 93639
 Bus. (559) 675-8321 • Fax (559) 675-8073 • munger@maderarescue.org

MADERA RESCUE MISSION – 2018 BOARD DIRECTORY

	Years served	Occupation
Keith Carns, Email: kcarns@sti.net P.O BOX 2080 Oakhurst, CA 93644 Cell: 559-760-4500	7+	Retired
Otto Coelho, Vice Chair Email: ojoelho@earthlink.net Cell: 559-706-1831	7+	Self Employed
Dan Humphries, Treasurer Email: humphries@clearwire.net Cell: 559-706-9331	7+	Self Employed
Brenda Herrera, Member brendakarenherrera@gmail.com 717 N. Granada Dr. # 109 Madera, CA 93638 Cell: 559-377-0440	1	Office Manager
Richard Ivey 34555 Treetops Lane Coarsegold, CA 93614 (559) 675-5270	2	Retired
Donna Adams, Member 1213 E Pecan Ave Madera, CA 93637 Cell: (559) 997-4225	3	Retired



April 13, 2018

Mr. Jorge Rojas
Program Manager – Grants
City of Madera
205 West 4th Street
Madera, CA 93637

Re: City of Madera Community Development Block Grant Application

Dear Jorge:

Enclosed please find one original of the City of Madera Community Development Block Grant Application (CDBG) Public Service Proposal Application 2018 / 2019.

Should you have any questions, please contact me at the number or e-mail below.

Best regards,

Elizabeth Wisener

Elizabeth Wisener
Community Services Program Manager
Community Action Partnership of Madera County
1225 Gill Avenue
Madera, CA 93637
Phone: 559-673-9173
e-mail: ewisener@maderacap.org

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)

RECEIVED
4/13/18
4:27 p.m.

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services. (Please see the note below.)		
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).		
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		

If yes to No. 3 above, then please explain and limit your response to the space below.

The Community Action Partnership of Madera County is applying for funding to support the activities of the Fresno Madera Continuum of Care to help address homelessness. This application falls under the administrative section of the Community Development Block Grant. Since direct services are not provided with this funding, this section is not completed.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

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

Ethnic Categories*	No.
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the next page.**

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY) CDBG	\$16,950	
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$16,950	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$9,884
BENEFITS	0150	\$2,730
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	\$89
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	\$105
OFFICE RENTAL	0400	\$494
EQUIPMENT RENTAL	0450	
UTILITIES	0500	\$84
TRAVEL (ADMIN.)	0550	\$250
FOOD SUPPLIES	0600	
CONTRACTS	0650	\$1,065
TRANSPORTATION	0700	\$835
INDIRECT COST		\$1,414
TOTAL		\$16,950

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 10.4

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

15 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1965

IRS Employer Number: 94-1612823

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

FINANCIAL:

How often are financial records audited, and by whom? Yearly – Randolph Scott & Company

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

If so, for how much? \$200,000

List any judgments or pending lawsuits against the agency or program: None

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County do hereby resolve that on February 8, 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: February 8, 2018

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

ADDRESS: 1225 Gill Avenue, Madera, CA 93637

TELEPHONE: (559) 673-9173

By: _____

President of the Board of Directors

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

By: _____

Executive Director

RETURN THIS ORIGINAL TO:

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

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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

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

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

This application seeks to help address community challenges created by homelessness in Madera. Homeless Services and Facilities was identified as a “High Priority” on The City of Madera’s 2015 - 2019 Consolidated Plan. For purposes of this application, the 2017 Homeless Point-In-Time Count results will be used to support how the need was identified. The Count is coordinated by the Fresno Madera continuum of Care and is conducted by local volunteers. The 2017 Count enumerated 178 unsheltered homeless people and 93 sheltered homeless for a total of 271 people. The homeless problem is a complex problem creating many types of challenges.

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

The Community resources available to homeless individuals and families in Madera County are extremely limited. The Madera Rescue Mission offers emergency food and shelter for the homeless. The Victory Outreach program offers a faith-based transitional program that can serve men. Community Action Partnership of Madera County offers four housing programs that serve men, women, children and domestic violence victims. The Martha Diaz Shelter offers emergency shelter. Victim Services also operates a transitional housing program for victims of domestic violence. The Shunammite Place offers permanent supportive housing for chronically homeless women. This year, the Shunammite Place received expansion funds to serve 6 additional people. As of November 2018, the program will be able to house 3 men and/or 1 family. Oakhurst Serenity Village located in Oakhurst is a permanent supportive housing program for chronically homeless men. The Housing Authority operates a transitional housing program at the Pomona Ranch that has the capacity to serve 10 families for 3 to 5 months of the year.

In addition, CAPMC is a member of the Fresno Madera Continuum of Care (FMCoC). The FMCoC is a federally mandated homeless organization that serves as the Continuum of Care for the cities of Fresno, Madera, Clovis and all municipalities within Fresno and Madera Counties. CAPMC’s Community Services Program Manager serves both on the Board of Directors and the Executive Committee. The Resident Manager of the Shunammite Place serves as the alternate board member. The FMCoC is comprised of homeless service providers who meet monthly to collaborate, develop and improve on a community-wide systematic approach to addressing the needs of the homeless population.

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

The Fresno Madera Continuum of Care (FMCoC) invites nonprofit service providers, government entities, business, and individuals to join in the efforts to end homelessness in the community by becoming a member of the FMCoC. FMCoC does not duplicate or provide direct

services, but enhances and compliments all other homeless services within the FMCoC region through the ability to standardize services, provide the mandated Federal organization of service providers and the community members, and enables the region to apply for or receive \$9,390,872 annually in HUD homeless funds. Without membership on the FMCoC, a Madera County entity would not be eligible to apply for HUD funds.

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

The measurable goals and objectives are listed in the section below. The method used to measure the effectiveness of the outcomes and services will be to report on the progress of each of the goals on the quarterly reports submitted to the City of Madera.

Which National Objective does your program meet?

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

Which measurable objectives does your program meet? CAPMC will accomplish the following:

1. Support activities of Madera County Homeless Coalition by coordinating and participating in Homeless Coalition meetings. The measurable performance indicator will be tracking participating in meetings. The expected number of meetings will be 4 per year.
2. CAPMC will have active membership on the Fresno Madera Continuum of Care. Membership on the Continuum is vital because often the only representatives present at Continuum meetings from Madera are those from CAPMC. The CAPMC staff then communicates information from the Continuum to the Madera Homeless Coalition. The measurable performance indicator will be participation in meetings. There are at least 24 meetings per year.
3. CAPMC will plan and coordinate the 2019 Homeless Point-In-Time Count.
4. CAPMC will support local code enforcement departments by coordinating outreach efforts to the homeless at times when homeless encampments are scheduled to be cleaned up.

How will your program meet its goals in one year?

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

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

The CAPMC Staff who serve on the FMCoC Board are funded out of multiple sources. The

CDBG funding allows us to maximize resources to provide more comprehensive services to the homeless.

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

Each year, CAPMC solicits in-kind donations from several sources to provide much needed assistance for Homeless Awareness day and the Homeless Point-In-Time count. A dollar value has not been assigned for the donations, but the events would not be successful without the additional support. This past year CAPMC received enough donations to prepare over 250 hygiene kits. For the 2018 Homeless Point-In-Time Count, there were 31 agencies who donated supplies or sent volunteers to help with the count and there were 63 people who came out to help conduct the count. Each year more support is received than the year before.

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

CAPMC has the support of the Madera County Homeless Coalition members and the Fresno Madera Continuum of Care members to continue facilitating and coordinating the homeless activities of the Coalition. Members were contacted to request support for this application. Included as an attachment to this application are 8 letters of support.

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

When outreach is conducted outside of the Madera City limits, the HUD Shunammite Place grant funds are used to pay for staff time. Funds are extremely limited and there would be little outreach conducted if it weren't for the CDBG funds that help pay for services that occur within the City limits.

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

The Centralized/Standardized intake prioritization process is accomplished by utilizing the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and placement of homeless into appropriate and available programs. This is one of the mandated services that HUD has required of all CoC's.

Discuss your program's/project's successes.

Because of the CDBG funds, the following successes were made possible:

- CAPMC was eligible to apply for and has received funding to serve an additional 6 people at the Shunammite Place for a total of 21.

- The CDBG funds allowed a representative from Madera to join the Continuum and the Fresno Continuum of Care became the Fresno Madera Continuum of Care. As a result, there is now more support for the homeless in Madera County.
 - A homeless project was added in Oakhurst that serves 7 chronically homeless men.
 - Fresno EOC applied for funding to help house Madera's Homeless. In that in the past, the Fresno programs were not funded to serve people from Madera.
 - Madera receives valuable T&TA from homeless experts on the FMCoC. Jody Ketcheside, the past Chair, attends both the Homeless Coalition meetings and Housing the Homeless meetings. Her advice has been valuable to both groups.
 - An outreach team has been funded by the FMCoC to help conduct outreach to the homeless in Madera.
 - The Fresno EOC was also awarded funds to establish a one-stop center in Madera for the homeless to be assessed for housing and to be informed of services. This program will be implemented sometime in late 2018 or early 2019.
 - At least 4 homeless people were housed in this contract period by Fresno programs.
- CAPMC staff planned and coordinated the HUD mandated Homeless Point-In-Time Count
- CAPMC staff planned and coordinated the annual Homeless Awareness Day
- CAPMC staff participated on the Coordinated Access Team that planned and established the HUD mandated Coordinated Access system. A Coordinated Entry Procedures Manual has also been written and approved by the FMCoC. This system took months and months to develop and it can be easily be modified to established a homeless coordinated access system that will work for Madera.
- During the months of August 2017 through March 2018 outreach was conducted 22 times and 137 number of contacts were made with homeless people to share about services.

Discuss your program's/project's past performance (2011 to 2016).

- HUD mandated Homeless Point-In-Time counts were conducted
- Requirements of the Hearth Act were implemented via the direction of the FMCoC
- Housing First Program Approach to addressing homelessness was implemented
- Annual Homeless Awareness Day events were planned and conducted
- New Homeless Management Information System Performance Standards were implemented via the HMIS Committee of the FMCoC
- The Homeless Coordinated Access system has been developed via the FMCoC's committee
- Homeless Coalition meetings were facilitated to provide communication about homeless issues with Madera's Homeless service providers

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

CAPMC maintains a spreadsheet that depicts the housing services projects located in Madera County. The spreadsheet is updated as services increase. In addition, the Coordinated Access system includes tracking the progress of housing homeless people in the HMIS system. Quantifiable data can be extrapolated from the HMIS system.

CITY OF CHOWCHILLA CALIFORNIA



April 12, 2018

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Development Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. No person should have to live on the streets.

Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

David Riviere, Chief of Police



Fresno Madera Continuum of Care

April 12, 2018

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

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Please give this application your fullest consideration and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Jody Ketcheside

Jody Ketcheside
Vice Chair
Fresno Madera Continuum of Care
jketcheside@tpocc.org

Executive Committee

Chair: Shawn Jenkins Vice Chair: Jody Ketcheside Secretary: Heidi Crabtree Treasurer: Michelle Tutunjian
Immediate Past Chair: Jody Ketcheside Members at Large: Gabriela McNiel, Cheryl Viera, Laura Lopez
Regional Representatives: Elizabeth Wisener, Laura Moreno, Tom Morgan

1331 Fulton Mall, Fresno, CA 93721

Phone: (559) 457-4251

www.fresnomaderahomeless.org



Housing Authority of the City of Madera

William Oliver
CHAIRMAN

Linda Marie Shaw
EXECUTIVE DIRECTOR

April 12, 2018

Housing Authority City of Madera
205 North G Street
Madera, CA 93637

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

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Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Linda M. Shaw
Executive Director





MADERA COUNTY BEHAVIORAL HEALTH SERVICES

209 E. 7th Street / Madera, CA 93638

DENNIS P. KOCH, MPA
DIRECTOR OF BEHAVIORAL HEALTH SERVICES
MENTAL HEALTH DIRECTOR
• **ALCOHOL/DRUG PROGRAM ADMINISTRATOR**

P.O. BOX 1288
MADERA, CA 93639-1288
PHONE (559) 673-3508 TTY (800) 735-2922
CONFIDENTIAL FAX (559) 661-2818

April 12, 2018

Madera County Behavioral Health Services
Julie Morgan, LCSW, Assistant Director
209 E. 7th Street
Madera, CA 93638

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Develop Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

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Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Julie Morgan, LCSW
Assistant Director
Madera County Behavioral Health Services



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 W. FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 662-6040 / FAX (559) 673-3302 / TDD (559) 675-8970

MAX RODRIGUEZ
SUPERVISOR DISTRICT 4

April 12, 2018

Office of Supervisor Max Rodriguez, District 4
County of Madera
200 West Fourth Street
Madera, California 93637

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Mr. Rojas:

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Development Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. I strongly support this grant application and the focus on reducing homelessness in Madera County.

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Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Respectfully,



Max Rodriguez



DEPARTMENT OF SOCIAL SERVICES

COUNTY OF MADERA

700 E. YOSEMITE AVENUE / MADERA, CALIFORNIA 93638
(559) 675-7841 PHONE / (559) 675-7603 FAX

Deborah Martinez, Director

Equal Opportunity Employer

April 13, 2018

Madera County
Department of Social Services
Deborah Martinez, Director
700 E. Yosemite Ave.
Madera, CA 93638

RE: Community Development Block Grant Application for supporting homeless programs
through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Develop Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

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Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Deborah Martinez
Director



P.O. Box 642 • Madera, CA 93639

Bus. (559) 675-8321 • Fax (559) 675-8073 • muuunger911@hotmail.com

Michael Unger, Executive Director

City of Madera
205 West Fourth Street
Madera, CA 93637
ATTN: CDBG Administration
Jorge Rojas – Program Manager

April 12, 2018

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

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Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Pastor Mike Unger
Executive Director
Madera Rescue Mission

The Madera Rescue Mission invites you, and everyone in our community, to
"Make This Your Mission Too!"



SAINT JOACHIM CHURCH
401 West 5th Street
Madera, California 93637-4406
559-673-3290, Fax 559-673-6471

April 12, 2018

St. Joachim Church
401 W. 5th Street
Madera, CA 93637

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Develop Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

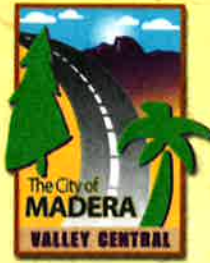
Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. No person should have to live on the streets.

Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Enrique C. Medina
Business Administrator/
Personnel Manager
St. Joachim Church

April 20, 2017



Halley Crumb
RETRAINING THE VILLAGE
16236 N. Lake Street
Madera, CA 93638

Re: Retraining the Village Community Development Block Grant 2017/2018 Application

Dear Ms. Crumb:

Thank you for submitting an application for funding from City of Madera's Community Development Block Grant (CDBG). The Retraining the Village (RTV) application was presented to the CDBG Review and Advisory Committee (RAC) during a noticed public meeting on Thursday, March 23, 2017. Staff presented the CDBG applications and RAC recommendations to the Mayor and City Council during a noticed public meeting on Wednesday, April 5, 2017.

During the Mayor and City Council public meeting, they considered adjustments to the RAC's allocations. RTV's application did not move forward with an allocation of CDBG funds.

This letter outlines what the Mayor and Council requested to know about RTV, their concerns and suggestions as follows:

Requests from the Mayor and City Council:

1. Council wanted to know about RTV's program operations and funding sources.
2. According to your presentation, RTV's programming operations consists of providing a sober living environment, higher education, coding classes, involvement in the Aces Christian Group and carpentry skills. In addition, a variety of funding sources encompass RTV's program operations (your own money, monies from sponsors such as Jim Nicholson under the Bush Administration, Salesforce, Home Depot, the Catholic Church, and Lockheed Martin).
3. Your presentation informed Council about how RTV works to help people, homeless persons, and homeless Veterans and Inmates get ready for a new wave of technology.
4. Council learned from your presentation about a pending \$457,000 grant, and this grant allows RTV to operate in East Palo Alto and Madera. To operate RTV in two locations, being a two and one-half hour drive from each other the commute may be a strain for efficient operations.
5. During your time addressing the City Council, you explained how RTV is working with Probation to obtain certification and licensing and working with the Community Action Partnership of Madera County to do intake work. Additional partners are Hope House, Social Service Workforce Program, Madera Rescue Mission, and Oakhurst Veteran Housing.

Concerns from the Mayor and City Council:

The numbered items below summarize and support the Mayor and City Council's decision regarding RTV's request for CDBG funding.

1. A business plan was lacking.
2. Vetting policies or procedures for client intake, program support and discharge are not in place.
3. It is important RTV's contractual relationships are in place and understood.
4. There is a need to provide evidence of RTV's many different partners and/or supporters.
5. A better understanding of RTV's funding sources is important.
6. How and why RTV came to be is unclear.
7. It is important to know how RTV established the composition of its Board of Director's.
8. There was no evidence of credentials and program prerequisites and qualifications.
9. The commute between two locations is a strain for efficient operations.

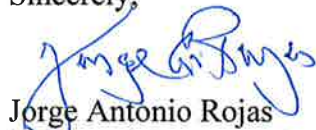
Suggestions from the Mayor and City Council:

As identified during the April 5, 2017 City Council meeting, please accept the numbered items below as direction for RTV to grow and establish its context and foundation.

1. Obtain a business plan.
2. Establish generally accepted industry standard and approved vetting policies and procedures.
3. Work to establish approved contractual relationships.
4. Acquire agreement(s), commitment letters, etc. of RTV's many different partners and/or supporters.
5. Secure agreements for RTV's funding sources.
6. Provide evidence of RTV's Board of Director's recruitments and respective backgrounds.
7. Attain necessary credentials, prerequisites, and qualifications.

Nothing in this letter, including but not limited to any recommendations as to future applications, should be construed as a guarantee of future funding. Thank you for your time and attention. Enclosed is a flyer about a series of upcoming workshops. The workshops may help address Item No. 1 from the Mayor and City Council suggestions above. Best wishes for you and RTV.

Sincerely,



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

Original



Halley Crumb, CEO and Founder
Retraining the Village
16236 North Lake Street
Madera, CA 93638
650 461-0433 Cell phone

RECEIVED

RECEIVED
4-12-18

3:20 P.M.

April 11, 2018

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

Re: Community Development Block Grant (CDBG) Public Service Proposal Application

Dear City of Madera Leadership and Staff:

Enclosed please find the following documents for Retraining the Village:

- 1) Public Service Proposal Application 2018/2019
- 2) Program Evaluation System/Documentation
- 3) Income Eligibility Criteria and Fee Schedule Used
- 4) Board of Directors & Advisory Board Roster (name, address, occupation, years served)

In addition to the original documents, there are two sets of copies included.

Thank you for the opportunity to present this CDBG Proposal Application.

We are eager to be included in the funding process, and to receive any review and feedback.

Sincerely yours,

Halley Crumb, CEO/Founder

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	1,528 unsheltered homeless	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	48	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area? <u>Not funded last year.</u>	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	X	

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	0	0	0	12	16	12	8	0
GENDER	Female	0						
	Male	48						
FEMALE HEAD	0							

Ethnic Categories*	No.
Hispanic or Latino	28
Not-Hispanic or Latino	20
Racial Categories*	
American Indian or Alaska Native	10
Asian	2
Black or African American	4
Native Hawaiian or Other Pacific Islander	2
White	28
Other	2

***Definitions of these categories may be found on the next page.**

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT	
CITY	\$26,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES	\$6,500	
FUND RAISING	\$4,500	
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST) BOA & Wells Fargo	\$15,000	
TOTAL INCOME	\$52,000	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$20,000
BENEFITS	0150	\$6,000
SERVICES & SUPPLIES	Code Compliance	\$4,000
INSURANCE	0200	\$1,000
COMMUNICATIONS	0250	\$2,000
CONSULTANT SERVICES	0300	\$1,200
OFFICE EXPENSE	0350	\$1,000
OFFICE RENTAL	0400	0
EQUIPMENT RENTAL	0450	0
UTILITIES	0500	\$5,400
TRAVEL (ADMIN.)	0550	\$1,000
FOOD SUPPLIES	0600	\$6,000
CONTRACTS	0650	\$1,000
TRANSPORTATION	0700	\$2,000
FUND RAISING	0750	\$1,400
TOTAL		\$52,000

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year?
7

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

7 Minimum 25 Maximum

Please provide the following information:

Date of Incorporation: 11/5/2012

IRS Employer Number: 80-0875187

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

FINANCIAL:

How often are financial records audited, and by whom?
Annually, CPA firm Jubilee Financial/D Gamble

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

If so, for how much? \$1,0000

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

None

List any outstanding obligations:

None


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

Dated: April 11, 2018

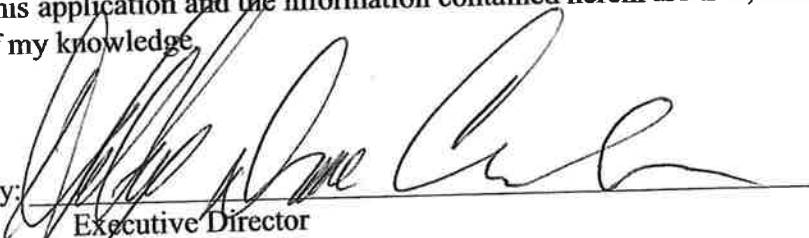
AGENCY NAME: RETRAINING THE Village

ADDRESS: 16236 North Lake Street Madera, CA 93638

TELEPHONE: (650) 461-0433, (559) 598-1632

By: 
President of the Board of Directors

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

By: 
Executive Director

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

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

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BPIA Business Professional Insurance Associates 1619 South B Street San Mateo, CA 94402 Amy Aderman		650-341-4484		CONTACT NAME: Amy Aderman PHONE (A/C, No, Ext): 650-341-4484 FAX (A/C, No): 650-341-4465 E-MAIL ADDRESS:	
INSURED Retraining the Village 2785 Joseph Ave, Suite 4 Campbell, CA 95008				INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1696201	08/09/2017	08/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1696201	08/09/2017	08/09/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Madera is named as an Additional Insured with respects to the Insured's interests. Additional Insured applies to General Liability only.

CERTIFICATE HOLDER**CANCELLATION**

City of Madera
Grants Department
205 W. Fourth Street
Madera, CA 93637

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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

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

Veterans and adult males are in need of programs that address homelessness and financial hardship. The VA has established a goal to end homelessness among veterans. There are 7,903 veterans living in Madera County (2016 Census report), with the City of Madera being the largest jurisdiction in the County. Census data indicates 32.9% of the 66,644 residents of the City of Madera live in poverty. The most recent HUD point in time homelessness counts from 2017 documented 2,016 homeless individuals in the Madera Fresno area, and 75.8% of these individuals were unsheltered at the time of the annual count. This placed Madera Fresno at the top of the national ranking for percentage of homeless who are unsheltered.

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

Madera area services addressing veterans and homeless adult males, and poverty include providers such as:

- Madera Community Action Program
- Madera/Fresno Continuum of Care
- Community Churches
- West Care (Veterans)

Others include Madera County Rescue Mission and Madera County Food Bank. Many resources are located in Fresno, which do not easily meet the needs of Madera veterans and adult males in the local community. Fresno providers, such as Decision Home for substance abuse, and Fresno Rescue Mission, may help some individuals, but they are not located in the City of Madera. There is unmet need in the City of Madera.

The Continuum of Care for Madera and Fresno includes a broad array of governmental and nonprofit organizations which address homelessness. These organizations are all part of the service delivery system which Retraining the Village operates within.

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

Retraining the Village supplements Madera Community Action Program as an informal partnership, and we serve one another as a referring agency through collaboration by providing up to 12 additional beds for Veterans and males in the community of Madera City and County.

Block Grant funding has supported the Madera County Workforce Investment Center, and also Senior Services, as well as the Coalition for Community Justice. Block Grant capital funding

supports the Housing Authority Pomona Ranch. Retraining the Village services complement these four programs, and would strengthen the collaboration and outcomes of mutual clients.

The Fresno Madero Continuum of Care established a 10 year plan for collaboration and commitment to address homeless service delivery and to end homelessness. With over 200 public and private organizations and individuals that participated in creating the plan, and regional capacity of about 2,000 slots for emergency and supportive housing, a comparatively smaller proportion of this larger regional capacity is available within the City of Madero. With City of Madero population now 66,644, and City of Fresno at 522,053, the Madero population is about 12% of these two cities combined. Prorating the regional emergency/supportive housing, City of Madero has access to perhaps 240 of the overall regional capacity. As documented by the point in time survey, the majority of homeless in the Madera Fresno region are unsheltered.

With one out of three City of Madero residents in poverty (U.S. Census), the broad number at risk is over 22,000. The majority of these residents are adults, and half are male. Therefore, approximately 5,500 are in our target population of veterans and adult males who are at risk ($22,000 \text{ in poverty} \times 50\% \text{ adults} \times 50\% \text{ male} = 5,500$). With 5,500 who are at risk of needing service, and capacity of about 240 slots/beds within the local region, the City of Madero is in need of greater capacity.

The regional consensus for approaching homelessness through the Continuum of Care includes three strategies: 1) Prevention, 2) Transitional services and housing, and 3) Coordination of services for hard to serve individuals. Retraining the Village Hybrid Home embraces each of these three strategies, and works collaboratively with other providers. Retraining the Village works cooperatively with all city and CDBG providers, and the Continuum of Care. The Coordinated Entry System for services will be used by Retraining the Village.

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

(See attached program evaluation documentation.)

Which National Objective does your program meet?
Program benefits low and moderate income persons.

Which measurable objectives does your program meet?

- 1) Over 70% of all expenditures will be used for qualifying activities.
- 2) Up to 48 low-moderate income persons will receive services.
- 3) Over 75% of those served will report their quality of life and housing has improved.
- 4) All clients will be prioritized and referred through the Vulnerability Index Service Prioritization Decision Assessment Tool (VI-SPDAT).

How will your program meet its goals in one year?

Outreach, engagement, service and performance reporting will assure the program goals are met. The VI-SPDAT tool will be used to monitor and report goals for clients and the program.

Retraining the Village uses the HUD HMIS data system to record and report on services, clients, expenditures and fundraising activity.

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

Financial support from foundations and donors, and client fees, together with CDBG funds, will be secured. Bank of America Foundation and Wells Fargo Foundation are both included in funding plans. Fundraising with donors will occur each quarter. Client fees are also part of the program financial structure, through use of a sliding fee schedule. General operating funding from Lockheed Martin and corporate donors is being secured, as is collaboration with the Veteran's Administration and the State of California for Re-entry.

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

Projected net income through fundraising is \$52,000 for the program year. This will cover the operating costs for the program. Approaches to Bank of America Foundation and Wells Fargo Foundation will be completed prior to July 1, 2018. These two sources are planned to award \$15,000 combined. A total of \$4,500 in individual and service group donations are forecast for the program year, including a community dinner event, two separate donor outreach and recognition gatherings, and a holiday appeal campaign for the program. Service fees of \$6,500 directly from clients for room and board (on a sliding fee schedule) are anticipated. The remaining \$26,000 in funding will be the Madera CDBG allocation. Also, the Central Valley Foundation and Fansler Foundation are two additional funding prospects.

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

In general Halley Crumb, CEO and Founder of Retraining the Village, has collected ongoing input with other homeless service providers, clients, and interested individuals and groups in Madera. The need for additional capacity, as proposed in this service application, was most frequently identified through this input. This service need has been shared with the Continuum of Care, the board of Retraining the Village, and other funding prospects.

Specific input and participation included: 1) Informing the community about the purpose of Retraining the Village in the community. 2) An open house to all agencies in the community. 3) Speaking in front of the County Board of Supervisors in regards to the intentions of RTV.

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

Service is offered in Madera city limits for CDBG funding, and the county with other sources. Retraining the Village is committed to the Fresno/Madera continuum of Care. Edward Campbell Realtor has assist RTV with the home for the purpose of services to the community for several years. ESG grant funds are an added source of support.

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

Priority criteria adopted by the Continuum of Care is used to determine whom to serve. First priority are those with longest history and greatest need. Second priority is longest history. Third priority is greatest need. Fourth priority is others without history and limited need.

Discuss your program's/project's successes.

Retraining the Village has provided services and facilities for homeless persons, and households at risk of homelessness without funding support through CDBG, assisting low income adults. Using a holistic approach, wraparound services for employment, training and addressing other life domains helps our clients achieve lasting success.

The emergency and transitional house facility can serve up to a dozen residents – only men – and provides them with job training and life skills. The goal, described by Halley Crumb (Founder/CEO) is to “empower, employ and educate.”

Discuss your program's/project's past performance (2011 to 2016).

The initial facility of Retraining the Village opened several years ago in East Palo Alto, in San Mateo County. The Madera facility was open in early 2017, and has provided a presence and anchor for Retraining the Village in the City of Madera.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

The CDBG funding, combined with other new sources, and service fees, will bring new emergency and transitional housing capacity for 12 adult veterans and men who are not veterans, with half the beds dedicated to veterans. This new service, with staffing and volunteers combining with linkages to provide a home like environment and a wide range of other needed services, will be an effective addition to the emergency and transitional housing capacity needed within the Continuum of Care. Documentation of services provided, including the housing and other services supports, will be assured through engagement of Continuum of Care partners and the tools that are used for service to the homeless, and those with long history and great need. The Vulnerability Index Service Prioritization Decision Assessment Tool (VI-SPDAT) will support the approach of Retraining the Village, and the Continuum, which seeks to achieve long term success.

Income Criteria for Eligibility and Fee Schedule

Are income criteria used to establish eligibility for serves?

Yes

Access to Retraining the Village (RTV) Hybrid Program is not possible for Veterans or those who are not Veterans if they have the level of income that permits them to afford housing in Madera, even if it is not permanent housing, but emergency or transitional housing. Retraining the Village is focused on serving those with no or limited income. This is consistent with the Continuum of Care system.

Census data indicates 32.9% of the 66,644 residents of the City of Madera live in poverty.

The typical homeless person in Madera is at or below the poverty level, with many at the Extremely Low Income (ELI) bracket. Upon referral to and entrance into the Retraining the Village facility the Intake Case Manager will verify income sources, client identification, background history of homelessness, previous services via HUD HMIS system data collection. RTV will utilize the Housing First Model to ensure eligibility of services.

Is a fee schedule used?

Yes: Poverty criteria and income sources/levels are used for eligibility?

Retraining the Village uses a fee schedule to determine client contribution to Retraining the Village program costs. The fees charged to clients are on a case by case basis, based on the level and source of income, and their financial hardship. Each client participating in Retraining the Village develops a personal finance plan, with the goal of beginning to save money into either a personal account or bank account established by them with case manager guidance. Retraining the Village secures fees by establishing proof of income and taking a percentage of the individual's monthly income. Below is an income chart.

Based upon the income chart, no more than 30% of Veterans or 35% of non-Veteran income may be used for service fees. Retraining the Village policies and procedures comply with 501 c (3) federally mandated exclusions on a "break even" methodology of fees from the participants, assuring the nonprofit is not generating extra come, but supporting costs.

Retraining the Village uses the following monthly income fee schedule guidelines:

Fees for service	Chronically homeless 3-10 years (Documented)	Homeless less than 3 years (Documented)	Eligible Veteran Homeless Transitional housing (Documented)
Maximum Fee	35% of Income	35% of Income	30% of Income
Typical Sources of Income	SSI/SSDI Income	TANF/GA, Cal Fresh	VA benefits VA supports/homeless
Average Amounts Typically Available to Clients	\$750 to \$950 per month SSI, \$1,135 to \$1,675 per month SSDI	\$330 TANF/GA \$190 CalFresh	\$45.79 per day emergency shelter via VA
Retraining the Village Fees	Individual case plan	Individual case plan	Individual case plan

April 2017

Hybrid Program serving Veterans and Adults who are Homeless

Serving Males

Goals:

- A) To prevent and reduce the impact of homelessness in Madera CA.
- B) To meet the needs of veterans and adult males through housing and wrap around services.

Objectives:

- 1) Over 70% of all expenditures will be used for qualifying activities.
- 2A) Up to 48 low-moderate income persons will receive services.
- 2B) Up to 12 emergency and transitional housing beds will be available at any one time.
- 3) Over 75% of those served will report their quality of life and housing has improved.
- 4) All clients will be prioritized and referred through the Vulnerability Index Service Prioritization Decision Assessment Tool (VI-SPDAT).

Outcomes Measured:

- 1) Qualifying activities and their costs will be documented monthly.
- 2) The number of persons served will be documented monthly.
- 3) The number of beds used per night will be documented every evening, and reported monthly.
- 4) Quality of Life and Housing self-report measures will be reported by program participants at entry, and 30 days and 60 days following entry. These measures will also be self-reported at discharge.
- 5) The Vulnerability Index Service Prioritization Decision Assessment Tool (VI-SPDAT) and data will be administered at entry, and 30 days and 60 days following entry. These data points will also be self-reported at discharge.
- 6) Qualitative feedback from clients on their lived experience will be secured every quarter at a point in time that is the same for all participants. This qualitative data will be used by Retraining the Village to present both quantitative and qualitative outcomes for the program.
- 7) Program Structure and Outcomes (listed on the next page)

Retraining the Village will utilize the following inputs (structure and services) and outcomes

Program Structure chart is designed for participant will be on a case by case management with mandatory assignments.

- 0- Intake: HMIS
- 1- Bed assignment
- 2- Meal Schedule
- 3- Income percentage
- 4- Retraining the Village handbook signed
- 5- Sign house rules
- 6- Chore list signed
- 7- Income Verification
- 8- Identification/Driver's License
- 9- Immediate Need Assessment
- 10- Assigned in-house group participation
- 11- Employment
- 12- Career Training (Work Force Intake)
- 13- Groups (See Chart Below)
- 14- Probation/Parole obligation (if Applicable)
- 15- Pre-Exit plan management
- 16- Goal Assessment
- 17- Exit and/or Extension

Input		Outcome
12 beds	24/ 7 hours	Shelter 12 Veterans/Community males. Intake into HMIS(Homeless Management Information System)
4Cs Groups	1 x week	Male current event meetings 1x a week
Financial Literacy	1 x week	Savings, building credit, understanding credit, life insurance
Men Educational		ACE (adverse child hood Experiences
Housing Readiness	1 x week	Eviction, Credit Check, rental application packets
Employment Readiness	1 x week	Interview process, Employment search, and Conduct.
Computer Class	5 x week	Certification of Computer applications (Workforce Development)

Retraining the Village
CDBG funding grant 2018-2019
16236 North Lake Street
Madera, California 93638

Retraining the Village is utilizing the original board of directors who are presently voted into their positions. RTV will create a new board with residence from Madera, and Fresno area. Each of the board members have visited the Madera Facility and allowed the necessary funding from the board to contributions to the Madera Facility.

Directors & Officers

Chief Executive Officer: Halley Crumb
2785 Joseph Ave Campbell, California 95008
Occupation: Founder

Chief Financial Officer: Geraldine Tolon
2399 Menalto Ave East Palo Alto, California
Occupation: Behavioral Health Modification/Retired

Secretary: Nicole Steward
1545 Kavanaugh Drive
Palo Alto, California
Occupation: Senior Administration Assistant
Board of Directors
Years on Board: 1 Year

Chairman: Christopher Grantham

5276 Concord Blvd

Concord, California 94521

Years of Board: 1 year

Occupation: Finance/ Marketing

Co-Chairwoman: Halley Crumb

2785 Joseph Ave # 4

Campbell, California 95008

Occupation: Founder/ Chief Executive Officer

Years on Board: 4

Treasurer: Susan Wu

1541 Townsend Ave

San Leandro, California 95823

Occupation: Insurance

Board Member: Philip Wu

1541 Townsend Ave

San Leandro, California 95823

Years on Board: 2

Occupation: Import/Export

Years on board: 2

Board Member: Eduardo Als

1232 Euclid Ave.

East Palo Alto, California 94303

Occupation: Paralegal

Years on Board: 2

Working Board Members:

Nicole Steward: Operational Manager

Christopher Grantham: IT & Marketing

Halley Crumb: Chief Executive Officer

Sharon Smith: Director of Program

Gale Dunn: House Manager

Carl Carrington: Security

Dennis Claxton: Case Manager

Advisory Committee:

Seluster Lane (Veteran)

Dwayne Howard

Carl Carrington (Onsite)

6 cities balance \$300.00 Quarter 1, & 2

Housing First

Fresno Madera Continuum of Care Board Meeting			
Date:	March 15, 2018	Type:	General Board Meeting
Time:	8:43 AM	Chair:	Shawn Jenkins
Location:	WestCare, 1900 N. Gateway Blvd., Fresno, CA 93727		

Self-assessment

FMCOC Board of Director's Attendance Log:

2018 Director Attendance

Executive Committee Position	Director	Organization / Agency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Transitional Age Youth														
Treasurer	Michelle Tutunjian	Fresno EOC Sanctuary	P	P	AP									
	Connie Clendenan	Ray of Hope (previously Valley Teen Ranch)	AP	P	AP									
	Larry Wanger	Resources for Independence, Central Valley	A	AP	A									
Dual Diagnosis / Substance User														
Vice Chair & Immediate Past Chair	Jody Ketcheside	Turning Point Central California	P	AP	P									
Homeless Families with Children														
	Pamela Hancock	Fresno County Office of Education	AP	AP	AP									
	Sara Mirhadi	Poverello House	AP	P	P									
	Cary Catalano	Fresno First Steps Home	A	A	A									
Collaborative Applicant Rep.														
	Doreen Eley	Fresno Housing Authority	AP	P	P									
	Heather Hogan	Mental Health Systems, Inc.	P	P	P									
	Reyna Villalobos	Clinica Sierra Vista	AP	AP	P									
	Barbara Ronsley	Central California Legal Services, Inc.	AP	P	A									
	Marianne LeCompte	Wings - Fresno	AP	P	P									
	Halley Crumb	Retraining the Village	A	P	P									
	Delfina Vasquez	Selma C.O.M.		A	A									
Secretary														
Regional Rep.	Heidi Crabtree	City of Clovis	P	P	A									
Regional Rep.	Laura Moreno	County of Fresno	AP	P	P									
Regional Rep.	Thomas Morgan	City of Fresno	AP	AP	A									
Madera Regional Homeless Coalition														
	Elizabeth Wisener	Community Action Partnership Madera	P	P	P									
	Kiran Sandhu	Madera County DSS		P	P									
Veterans														
Chair	Shawn Jenkins	WestCare	P	P	P									
Domestic Violence														
Member At Large	Laura Lopez	Marjaree Mason Center	P	P	P									
Faith Based Comm.														
	Jim Grant	Bishops Advocacy Committee	AP	AP	a									
At Large Reps.														
Member At Large	Gabriela McNiel (Alternate on Ex. Cmt)	WestCare	P	P	P									
Member At Large	Cheryl Vieira (Alternate on Ex. Cmt)	Fresno County Office of Education	P	AP	P									

Key: Present = P Alternate Present = AP Absent = A

*May 12th
13th
Assign*

Action Items:

1. **Recommend Approval of Fresno County State ESG Request for Proposals Funding Priorities – Laura Moreno:**

Discussing the State of California Housing and Community Development Balance of State Emergency Solutions Grant Funding. The County of Fresno is an entitlement area, therefore receives a direct amount of funding for ESG, as does the City of Fresno. This is the State's allocation; it is a balance of funds that HUD gives to States for non-entitlement areas that don't receive a direct allocation. HCD has also added State general funds to this year's process. Last month Laura asked for the FMCoC's approval for the County of Fresno to serve as the Administrative Entity for the FMCoC. The FMCoC has an amount that has been reserved for them through HCD. The County of Fresno will receive the money on behalf of the FMCoC, and issue the RFP, develop the agreements and provide monitoring. The FMCoC's ESG Allocation is made up of \$307,081 Federal ESG dollars (Federal ESG Admin \$8,111) and \$780,968 CA ESG dollars (CA ESG Admin \$39,048) for a total ESG allocation of \$1,088,049 for 2018. We can anticipate an annual amount similar to this for the next three years. The County is retaining 10% (\$4,716) of the total Administration funds, making the remainder available to bidders. The funding must be available to ESG non-entitlement areas within the FMCoC jurisdiction, but may also be used within entitlement areas. Priority will be given to Madera County, Clovis, Coalinga, Firebaugh, Huron, Parlier, Orange Cove, and San Joaquin. This money has to be used within the fiscal year. It is anticipated the RFP will be out within two months. In order to receive these funds, an agency must be a member in good standing of the FMCoC.

Motion: Doreen Eley

Second: Sara Mirhadi

Approved

Informational Items:

1. **Built for Zero Update – Melissa Mikel** showed a video of the Built for Zero Collaborative. The Built for Zero campaign is an initiative of about 75 cities across USA and Canada that are working to end homelessness. Some cities have achieved ending veterans' homelessness. Ending veterans' homelessness means we have a system in place that identifies a homeless veteran and seeks to house them within 90 days. The goal is to reduce the veterans By-Name list of actively homeless veterans from 139 to 90 by June 2018. The Chronic aims statement is to reduce from 146 to 127 by June 2018. Melissa will ask Heidi to send out an email to the Listserv with an embedded link to the dashboard, which contains data on homelessness that can be filtered. Agency members can see how we're doing as a community and where we stand.
2. **Update on Meeting with HUD Regional Director for Region IX – Shawn Jenkins:** Some FMCoC Executive Committee Members and Housing Authority Staff met with the new HUD Regional Director in Fresno. He discussed HUD's current priorities, including the creation of Envision Centers. It's a one-stop shop to get training and services (e.g. employment, low-income housing, and all things related). No city in California has been selected yet for an Envision Center. The Regional Director said HUD is pleased with what our Continuum is doing.
3. **SJVV Update – Jenny Gonzales:** Currently serving 138 veterans, a 109 of those are under Rapid Rehousing Program. SJVV has connected with Gateway Community, which is for senior type of community, they want to allocate 8 units for the SJVV. The requirement is the veterans have to be at least 62 years old to go to this facility. SJVV is also working with the Fresno Housing Authority for the new Parc Grove Apartments. The Road Home project (employment program), currently serving 91 veterans. Parc Grove Commons Apartments is close to completion, they are hoping to have a grand opening in May. There are 40 units of permanent housing for veterans, located across the street from the Veterans Hospital.
4. **Unscheduled Public Announcements:**
 - a. Mary Ann Calderon with WestCare - A formal invitation for the SOAR Implementation Meeting will be sent through the Listserv early next week. SOAR stands for SSI/SSDI Outreach, Access and Recovery. The Continuum was awarded, through WestCare, a technical assistance award for bringing SOAR into the community and helping the homeless, disabled population getting a better opportunity to receive SSI/SSDI benefits. You can go to the SOAR website to sign up for the free online courses to be SOAR certified for your agency. There will be an ongoing steering committee; send Mary Ann your request for the May meeting.
 - b. Shannon Duncan, County of Fresno, DSS – The County has two Requests for Proposals (RFP) currently out for bid. One is for the Housing and Disability Advocacy Program (HDAP), and it closes on 4/5/18. The other is HUD ESG funds and the housing portion of HDAP, and it closes April 4, 2018. The vendor conference for that bid is today at 2:00 p.m. at the Fresno County Purchasing Department. You're welcomed to attend but it's not a requirement to show up for the bidder's conference.



YOUTH LEADERSHIP INSTITUTE

RECEIVED
4/13/18

4:45 p.m.

COVER SHEET

CITY OF MADERA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION

COPY

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Proposal Application Part 1&2	Tab 1
Youth Leader Applications Sample	Tab 2
Youth Leadership Institute Intake Survey & Youth Development Survey	Tab 3
Financial Contribution Commitment Letters.....	Tab 4
Madera Youth Commission Survey Results.....	Tab 5
Letter of Support.....	Tab 6

Tab 1

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	17% of City of Madera pop. 5000 (2016 US Census Survey)	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	214	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		n/a
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
			150	64				
GENDER	Female	12						
	Male	89						
FEMALE HEAD OF HOUSEHOLD	N/A. We collect specific youth demographic data in their application. We can add this component to the application moving forward.							

Ethnic Categories*	No.
Hispanic or Latino	149
Not-Hispanic or Latino	65
Racial Categories*	
American Indian or Alaska Native	
Asian	10
Black or African American	10
Native Hawaiian or Other Pacific Islander	
White	30
Other	15

***Definitions of these categories may be found on the next page.**

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT	
CITY	10,000 (CDBG Request)	
UNITED WAY	30,000 (Requested)	
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING	11,500 (Confirmed)	
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)	Madera Unified School District (Requested) 40,000	
TOTAL INCOME	91,500	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	5408
BENEFITS	0150	1352
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	1500
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	390
FOOD SUPPLIES	0600	850
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	500
TOTAL		10,000

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Board meetings are bimonthly

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

14

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

8 Minimum 20 Maximum

Please provide the following information:

Date of Incorporation: February 25, 1992

IRS Employer Number: 68-0184712

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

FINANCIAL:

How often are financial records audited, and by whom? Financial records are independently audited annually by Harrington Group, Certified Public Accountants, LLP

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

If so, for how much? _____

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

There are no judgments or pending lawsuits against the agency or program.

List any outstanding obligations:

Outstanding obligations include office leases and an equipment lease.

- 1) Office Lease effective May 1, 2018 – April 30, 2023, San Francisco Office: 209 9th Street, Suite 200, San Francisco, CA 94103
- 2) Office Lease effective September 15, 2016 and now Month-to-Month, Fresno Office: 1749 L Street, Fresno, CA 93721
- 3) Office Lease effective December 1, 2017 – December 31, 2019, Merced Office: 470 W. Main Street, Suite 15, Merced, CA 95340
- 4) Office Lease effective December 1, 2017 – November 30, 2019, Marin Office: 1363 Lincoln Avenue, Suite 1, San Rafael, CA 94901

- 5) Office Lease effective November 15, 2015 – October 31, 2018, San Mateo Office: 1670 South Amphlett Boulevard, Suite 250, San Mateo, CA 94402
- 6) Printer Equipment Lease effective December 4, 2014 – December 4, 2018 located at 1749 L Street, Fresno, CA

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Youth Leadership Institute do hereby resolve that on April 11, 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: April 11, 2018

AGENCY NAME: Youth Leadership Institute

ADDRESS: 209 9th Street, Suite 200, San Francisco, CA 94103

TELEPHONE: 628-400-9252

By: [Signature]
President of the Board of Directors

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

By: [Signature]
Executive Director

RETURN THIS ORIGINAL TO:

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

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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

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

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:

According to the 2016 US Census American Community Survey, 17% of the City of Madera Population are ages 15-24. Generation Z (those born after 1996), referred to as the generation following Millennials, wants to engage to create social impact in their communities. This generation is concerned about human impact in their communities and believe they can operate as a change agent. In February 2018, the US Department of Labor reported a 7.2% unemployment rate in the City of Madera, and we know this not only matters to youth, but they can play an important role in shifting the staggering impact of unemployment in our communities, among many other issues we face today. We know that youth need opportunities to build leadership skills to shape and influence policies to create healthy communities. Data from the Youth Civic Engagement Survey administered in Month 2018, found an overwhelming 90% of youth stated that they did not feel their voice was considered when city decisions were made.

The purpose of Youth Leadership Institute's (YLI) youth development programs is to build communities that invest in and support young people, in an effort to meet critical community needs. YLI works to elevate the voices of those most directly impacted by a given social issue to be the voices of their communities. YLI provides assistance to low-income households by engaging youth in After School Programs to work towards solutions in their cities. YLI will recruit, build the capacity, and engage youth to be a part of the Youth Commission to create policy change and impact local municipal policy. We will work in direct partnerships with the City of Madera Parks Department, the current Park Commission, and Madera Unified School District (MUSD) to recruit youth ages 13 – 24 to serve on a City-wide Youth Commission. Ultimately, the goal is to empower youth with the skills needed to work with the City Council Members and the Mayor to create policies.

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

Currently, in Madera there is not a Youth Development organization that has the background and expertise in policy change and advocacy. Given our 26-year history and experience, we hope to cultivate a groundbreaking opportunity to engage youth as leaders in their community.

Explain how your program supplements or complements existing services without duplicating. Through YLI's rigorous, engaging, and comprehensive Youth Development curriculum, Youth Commissioners will develop Youth Commission-related knowledge and skills so that they may effectively execute their duties. This skill set will be invaluable to the current Parks Youth Commission and will allow them to engage in a deeper level in their current work and will provide a pathway to an elevated leadership role on the City-wide Madera Youth Commission. The current Parks Youth Commission will serve as a feeder for the City-wide Madera Youth Commission that will address well-rounded policy issues that impact youth as a whole in Madera. In addition, YLI has also created a partnership with MUSD to launch Student

Advocacy Councils at the high schools. We believe varying degrees of school, community, and city groups of youth advising and leading their peers is necessary and important to lifting the voice of youth.

Youth Commissioners will increase their civic knowledge and better understand their civic responsibility through content-specific workshops as well as through meetings, activities, and interactions with Councilmembers, City leaders, and City staff. Youth Commissioners will hone their leadership skills through a regular, continuous series of trainings, such as meeting facilitation, public speaking, advocacy, collaboration, conflict resolution, coordination of town halls, community research, and the role of the Mayor and the City Council.

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

The work of leading a youth commission is focused on three critical categories:

1. The ability to invest in the leadership of youth;
2. Working within a community;
3. A collaborative, long view of community change that brings people together.

Increased and homegrown leadership paired with youth and adult partnerships leads to creating effective policy changes in Madera and will create the success of this work. The effectiveness of the program will be measured through the YLI by the numbers participant survey, an initial intake survey and our annual Youth Development Survey, a retrospective survey administered at the completion of the program (see attached).

Which National Objective does your program meet?

YLI will be addressing the National Objective No.1 - Activities Benefiting Lower Income Persons/Households - Direct Benefit Activities. Youth served will be of low/moderate income. According to Kidsdata.org, MUSD has a student population that is 88% eligible for reduced or free lunch. We will be recruiting through MUSD to ensure programs are benefiting this population.

Which measurable objectives does your program meet?

Objective #1: Recruit and train youth ages 15-21

YLI will train youth using our evidence-based and field-tested Youth Development Curriculum that includes training and skill development in Youth Participatory Action Research (YPAR) for the purposes of addressing the needs and concerns of Madera youth. The YPAR process is:

1. *Issue/Need Identification:* Youth support the issue/needs based on findings and community input.
2. *Choose a Research Method:* This includes learning to identify appropriate research methods, such as interviews, focus groups, photovoice, etc.
3. *Data Collection:* Using the chosen method, youth collect data in the community.
4. *Data Analysis and Interpretation:* Youth compile data and then analyze the data.
5. *Develop Recommendations and Action Plan:* Based on data analysis, youth develop recommendations for change and a plan of action.
6. *Share Recommendations and Action Plan with Key Stakeholders and Community Members:* Youth share their process, findings, recommendations, and action plan

Objective #2: Provide job readiness skills and experience to youth

Through YLI's intensive and innovative workshops, youth learn leadership, communication, and research skills that prepares them to:

1. Actively and professionally participate in decision making processes
2. Think critically about the issues impacting their communities
3. Effectively represent the city or decision-making body and articulately communicate key messages
4. Work successfully as a team
5. Implement youth-led action research community benefit projects

YLI will be providing the following job readiness skills via trainings and workshops in:

- Oral and Written Communication, Team Work Ability, Decision-making, Critical Thinking / Problem Solving, Conflict Resolution, Event Coordination, Budgeting, Introductory Policy Development, Project Planning, Research, Assessment, and Data Analysis

Objective #3: Recommend policy or program creation to be adopted by the City of Madera

Following the YPAR analysis, youth will work together to develop a recommendation for policy creation on issues that impact youth. Steps will include:

- Examination of current city systems to support youth in Madera
- Innovative policy development ideas for Madera City young residents

How will your program meet its goals in one year?

The following proposed outcome performance measures are listed for each primary activity:

1. Youth Recruitment - Outcome Measures: Recruitment of 14 youth and 150 youth that will be in attendance at an annual City-wide "Youth Action Day." There will also be a "Youth Town Hall" that will attract 100-150 youth.
2. Capacity Building - Outcome Measures: Youth knowledge and skill building - 100% of participants will have gained skills in participatory action research, leadership, youth and adult partnerships, team-work, environmental prevention strategies and many other job readiness skills.
3. Action Research - Outcome Measure: Report contains policy recommendation/solutions
4. Planning - Outcome Measure: 100% of youth feel empowered by partnering with City officials to create policy change.
5. Action/Implementation - Outcome Measure: Present a set of policy solutions and/or new program to the City of Madera.
6. Evaluation and Reflection - Outcome Measures: Administer participant surveys at the end to measure increase in knowledge, skills, and collaboration.

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

The City-wide Madera Youth Commission funding model is quite unique to other cities. This work truly has community-wide support of several entities including the schools, community-based organizations and corporate sponsors. YLI has received commitments from Corporate

sponsors and is partnering directly with United Way and with the MUSD to supplement the required funding to carry out the deliverables of the Youth Commission. (Letters of support attached).

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

YLI is committed to continuing to fundraise with Corporate sponsors such as Comcast and Wells Fargo. In addition, for sustainability purposes, YLI's strong Partnership with MUSD and United Way will be at least a 3-year commitment.

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

Since June of 2017, YLI has met with community leaders and organizations in Madera to gain support for the City-wide Madera Youth Commission including the City Council members, the Mayor, the Youth Pastors of Madera, the MUSD School Board and others. In March 2017, YLI presented at the Madera Youth Leadership Conference. In Spring 2018, YLI surveyed 160 youth to inquire on their support of a City-wide youth commission (Please see attached survey).

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

When there is an overflow of clients, how is it determined whom to serve? YLI will recruit youth leaders and refer youth if there is an overflow of clients to additional programs.

Discuss your program's/project's successes.

YLI is uniquely positioned to address issues impacting youth because of our partnerships throughout Madera, our track record of success, and our expertise gained from over 27 years of sparking leadership of young people to solve pressing issues and serve our communities. YLI will be able to build the Youth Commission due to our expertise gained from 20 years of leading the Marin County Youth Commission. Currently, YLI has 120 policy wins in which youth, adults and elected officials worked together to create change.

Discuss your program's/project's past performance (2011 to 2016). To date, we have facilitated three Youth Commissions and have a strong partnership with many across the state inclusive of the City of Fresno, Marin County, and San Mateo County Youth Commission. We have the invaluable experience of best practices and how to address challenges. Over our 26-year history, YLI has passed over 120 youth-led policies in all of our community-based programming.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service. YLI will provide quarterly reports to the City, and interim reports as needed. All Youth Commission meeting minutes will be published on a monthly basis.

Tab 2



What is the Youth Leadership Institute (YLI)

YLI builds communities where young people and their adult allies come together to create positive social change. We design and implement community-based programs that provide youth with leadership skills in the area of prevention, philanthropy, and policy and civic engagement. Building on these real-world program experiences, YLI creates evidence-based curricula and training programs that enable us to engage in social change efforts across the nation, all while promoting best practices in the field of youth development.

What is the Youth Advocacy Leadership League (YALL)?

The Youth Advocacy Leadership League is a collective of leaders who are trained and provided tools to facilitate chapter meetings, lead trainings, and lead chapter campaign work with their chapter advisors. The mission of YALL is to inspire change, empower youth and adults, encourage action, and grows together to create solutions to build a better community.

Why become a YALL Leader?

As a YALL Leader you will:

- Develop campaigns to create positive change in your school
- Lead chapter meetings and training
- Have your voice and ideas heard
- Meet new people and have fun
- Develop important leadership skills
- Get practical experience that helps you get into college or get a job
- Be eligible to receive a scholarship for participating during the school year

What else do you need to know?

- Applications are due to your Coordinator **ASAP**.
- The first Youth Advocacy Leadership League (YALL) Leadership Training will be a 3-day overnight retreat at Camp Sierra in summer 2018

Directions for Completing the Applications

- Answer all application questions
- Enclose signed Liability, Media, and Medical Release Form
- Enclose Parent Contact Form
- Enclose the Commitment Statement and Parent/Guardian Support Letter
- Please type or print clearly, Contact us (using the contact information below) if you would like to complete the application on a computer
- If more space is needed feel free to attach additional sheets
- If you have any questions, contact John Mendez at jmendez@yli.org

Have any Questions?

Contact your coordinator at John Mendez at jmendez@yli.org.

***** PLEASE PRINT NEATLY *****

PARTICIPANT INFORMATION	
Name	
Street Address	
City, State, Zip	
Home Phone	
Cell Phone	
Email	
ADDITIONAL INFORMATION (for general demographic reporting)	
Birthdate (mm/dd/yyyy)	
Gender	Male / Female / Transgender / Other:
Ethnicity/Cultural Identity	
Language Preference	
Is your home a Female Lead Household?	Yes / No
Do you attend a school that has free or reduced lunch?	
EDUCATIONAL BACKGROUND (enrollment in school is not a requirement for program participation)	
Are you currently enrolled in high school/ college/ or a vocational program?	Yes / No
If yes, what year are you in?	
Name of school, college or vocational program?	
EMPLOYMENT BACKGROUND (employment is not a requirement for program participation)	
Are you employed?	Yes / No (if Yes, please complete the following)
Current employer	
Position Title	

1. Why are you interested in becoming a YALL Leader?
2. What school or community activities are you currently involved with, or plan to join this year?

Have you received training or developed skills in the any of the following areas? Prior training is NOT required to participate in YALL. We just want to get to know you better!

(Circle or check all that apply)

Skills/Trainings	Circle one	# of trainings	Have you had opportunities to apply your skills?
Public speaking	Y/N		Y/N
Working as a part of a team	Y/N		Y/N
Planning events and activities	Y/N		Y/N
Writing (Reports, summaries, presentations)	Y/N		Y/N
Planning and organizing my time (Time Management)	Y/N		Y/N
Conflict Resolution	Y/N		Y/N
Active Listening	Y/N		Y/N
Carrying out a plan	Y/N		Y/N
Facilitating a group discussion or meeting	Y/N		Y/N
Researching and Assessing my school or community around issues that my program is working on	Y/N		Y/N
Developing an action plan to address school or community issues	Y/N		Y/N
Advocacy/Debate	Y/N		Y/N
Community asset mapping	Y/N		Y/N
Community organizing and Outreach	Y/N		Y/N

Leadership	Y/N		Y/N
Other (Please describe):	Y/N		Y/N

YALL Commitment Statement

I, _____, understand the purpose and function of becoming a YALL Leader, to which I am applying. I am aware of the opportunities and responsibilities, and if accepted, I am prepared to fulfill the commitment that is asked of YALL Leaders. I have also discussed the time commitment with my parents or legal guardians, teachers and school administration, sport coaches and other activities directors, employers, and all others who may be affected by my involvement with this project.

This Commitment includes:

- A mandatory YALL leadership training,
- Completing tasks on my own, as necessary, outside of structured meeting times.

If I have trouble fulfilling these requirements, I will ask for help from the YLI Staff and adults that I am working with.

Signature of applicant: _____ Date: _____

LIABILITY, MEDIA, AND MEDICAL RELEASE FORM (Parent/guardian signature, or self signature if over 18)

I hereby give approval for _____ (Youth Name) to participate in all activities associated with Youth Leadership Institute. I assume all risks and hazards related to participation in the program, including transportation.

I also give the Youth Leadership Institute staff the right to copyright and/or publish, reproduce, or otherwise use my child's name, voice, and likeness and/or written material, photographs, and audiovisual recordings about or by my child for instruction, art advertising, program website, publications or brochures, or any other lawful purpose. I hereby agree to relinquish all rights, title and interest I may have in the finished product and waive all rights to any compensation thereof.

In the event, my son or daughter, a minor, becomes ill or sustains an injury while in the care or under the supervision of the Youth Leadership Institute staff, I give my permission to administer first aid to my child. If I, (the parent, the legal guardian), cannot be contacted immediately in the event of an emergency, I authorize Youth Leadership Institute staff to consent to emergency hospital care for my child. Should any illness or accident occur to him or her, I will not hold liable the representatives of Youth Leadership Institute or any of its staff or program instructors. I assume full responsibility for all related medical costs

PARENT(S)/GUARDIAN(S) (Required information if participant is under 18.)	
Name / Relationship	
Street Address	
City, ST ZIP	
Home Phone / Cell Phone	
Email	
Parent/Guardian's employer	

Name / Relationship	
Street Address	
City, ST ZIP	
Home Phone / Cell Phone	
Email	
Parent/Guardian's employer	

In case I cannot be reached please contact

EMERGENCY CONTACT INFORMATION (This information will only be used in the event of an emergency.)	
Name / relationship	
Emergency phone number	
Healthcare provider name	
Healthcare provider phone	
Special medical conditions/ allergies/ medications	

Signature: _____ **Date:** _____

Forma de Responsabilidad, Permiso de participar en Medios de Comunicación, y Autorización Medica

Yo doy mi permiso para que _____ (nombre del participante) participe en todas las actividades del programa del Instituto Liderazgo Juvenil (YLI). Asumo todos los riesgos y peligros relacionados con la participación en el programa, así como el transporte.

Asimismo, también doy permiso al los empleados del Instituto Liderazgo Juvenil a reproducir, o utilizar de otro manera el nombre de mi hijo(a), la voz y la imagen y/o material escrito, fotografías, grabaciones de audiovisual realizadas sobre y/o por el/ella para la instrucción, la publicidad, sitio de internet, las publicaciones, folletos, o cualquier otro propósito lícito. También cedo todos los derechos, títulos e intereses y renuncio a cualquier derecho a indemnización sobre los mismos.

En caso que mi hijo(a), se enferme o sufra una lesión mientras este bajo el cuidado y/o la supervisión de los empleados del Instituto Liderazgo Juvenil . Si yo o el contacto de emergencia no podemos ser contactados de inmediato en caso de una emergencia, yo autorizo al los empleados del Instituto Liderazgo Juvenil para dar consentimiento en caso de que se requiera atención medica. En caso de cualquier enfermedad o accidente durante la participación en las actividades del programa, los empleados del Instituto Liderazgo Juvenil (YLI) no se harán responsables y yo asumiré todos los gastos médicos.

PADRES/GUARDIAN(S)	
Nombre / Relación	
Domicilio	
Cuidad/Estado/ Coligo Postal	
Teléfono / Mobile (Celular)	
Dirección de correo Electrónico	
Empleado de Padres/ Guardián	

Nombre / Relación	
Domicilio	
Cuidad/Estado/ Coligo Postal	
Teléfono / Mobile (Celular)	
Dirección de correo Electrónico	
Empleado de Padres/ Guardián	

En caso de una emergencia contacte:

CONTACTO DE EMERGENCIA (la Información abajo es solamente en caso de una emergencia)	
Nombre/Relación	
Numero de Emergencia	
Nombre de Seguranza Medical y Numero de Póliza/ Doctor	
Numero de Teléfono del Doctor	
Tiene su hijo(a) de alguna condición medica? Alergia? Restricciones alimentarias?	

Firma del Padre o Guardián: _____ **Fecha:** _____

Parent Support Letter

Dear Parent/Guardian,

Congratulations! Your child is interested in participating in the Youth Leadership Institute's Friday Night Live Program (FNL) as a Chapter Youth Leader. YLI will provide young people with the opportunity to develop community leadership skills while forming meaningful relationships with youth and adults from Fresno County.

Friday Night Live Chapter Youth Leaders are expected to attend meetings and trainings in local communities. They will learn about prevention strategies, develop research and community-organizing skills, and connect with other youth and adults supporting the Youth Leadership Institute work in Fresno County.

We ask all YALL Leader applicants to commit to the following:

- 2-day overnight orientation retreat at
- Starting on August 2018, participate in monthly meetings. Dates to be determined.

If he/she has trouble fulfilling these requirements, he/she will ask for help from the YLI program staff. We have found that parental involvement and support are an important part of a young person's overall program experience. Your encouragement and involvement will optimize your child's experience in the program. We want to thank you for allowing your child to broaden his/her experiences and gain a deeper understanding of the relationship between health and well- being and the importance of prevention efforts in our communities.

By signing this letter, you are notifying YLI staff that you understand the opportunities and responsibilities involved in your young person's participation in this YLI program and will support

him/her in this commitment. For more information on the Youth Leadership Institute please visit www.yli.org or contact John Mendez John Mendez at jmendez@yli.org

Print Parent/Guardian's Name:	
Signature of Parent/Guardian:	
Date:	

Carta de apoyo de los padres

Estimado Padre,

¡Felicidades! Su hijo (a) está interesado en participar como Líder en el programa Friday Night Live (FNL) que es parte del Youth Leadership Institute (YLI). YLI les da a los jóvenes la oportunidad de desarrollar habilidades de liderazgo comunitario mientras forman relaciones significativas con jóvenes y adultos del Condado de Fresno.

Como parte del programa esperamos que los líderes participen en reuniones y entrenamientos en comunidades locales. Aprenderán sobre estrategias de prevención, desarrollarán habilidades de investigación y organización comunitaria y se conectarán con otros jóvenes y adultos que apoyan el trabajo de YLI en el Condado de Fresno.

Pedimos a todos los participantes que se comprometan a lo siguiente:

- Retiro de 2 días y 2 noches en Camp Sierra, durante el Verano
- Participación en las reuniones que incluyen capacitaciones, talleres y otras actividades. Fechas de futuros reuniones serán determinadas.

Si él / ella tiene problemas para cumplir con estos requisitos, él / ella pedirá ayuda del personal del programa de YLI. Hemos encontrado que la participación y el apoyo de los padres son una parte importante de la experiencia general del programa de un joven. Su estímulo y participación optimizarán la experiencia de su hijo(a) en el programa. Queremos agradecerle por permitir que su hijo(a) amplíe sus experiencias y logre una comprensión más profunda de la relación entre salud y bienestar y la importancia de los esfuerzos de prevención en nuestras comunidades.

Al firmar esta carta, usted está notificando al personal de YLI que entiende las oportunidades y responsabilidades involucradas en la participación de su joven en este programa de YLI y lo apoyará en este compromiso. Para obtener más información sobre el Youth Leadership Institute, visite www.yli.org o comuníquese con Cynthia Rocha por email csapien@yli.org o por teléfono 559-255-3300.

Nombre del padre :	
Firma del Padre:	
Fecha:	

Tab 3

Youth Leadership Institute (YLI) Intake Survey

This survey helps YLI get better at our work. All data will be confidential and we deeply appreciate your honesty and time. Thank you for all that you do for our communities!

* Required

By the numbers:

1. How long have you been involved in YLI? *

Mark only one oval.

- ☐ 0-6 months
☐ 6 months-1 year
☐ 1-2 years
☐ 2-3 years
☐ 3-4 years
☐ 4-5 years
☐ 5-6 years
☐ 6-7 years
☐ Other:

2. Which YLI office do you work with? *

Mark only one oval.

- ☐ Fresno
☐ Marin
☐ San Francisco
☐ San Mateo

3. Name of Program *

4. Have you ever facilitated a training? *

This could be leading an ice breaker, closing, discussion group, etc.
 Mark only one oval.

- ☐ Yes
☐ No

5. Have you ever met with an elected official? *

This could be a member of the board of supervisors, city council, any elected decision maker in your community.
 Mark only one oval.

- ☐ Yes
☐ No

6. Have you ever spoken publicly about an issue that you care about? *

This is at any public event, a city council hearing, board of supervisor meeting, town hall, etc.
 Mark only one oval.

- ☐ Yes
☐ No

7. Do you have a resume? *

Mark only one oval.

- ☐ Yes
☐ No

8. Has anyone ever helped you prepare for a job/internship interview? *

Mark only one oval.

- ☐ Yes
☐ No

9. Why did you get involved with YLI? *

Community Change

10. Do you feel that you can influence change in your community? *

Mark only one oval.

1 2 3 4
 Strongly Disagree) ((()) Strongly Agree

11. Do you feel that adults listen to young people? *

Mark only one oval.

1 2 3 4
 Strongly Disagree) ((()) Strongly Agree

12. Do you feel that youth and adults can work together to make change? *

Mark only one oval.

1 2 3 4

Strongly Disagree

Strongly Agree

Demographics

This information will be held as confidential by YLI, feel free to skip a question if it doesn't apply to you.

13. What is your age? *

Number only

14. Gender Identity? *

(Examples: female, transgender, male, agender, genderqueer, genderfluid, etc.)

15. Sexual Orientation? *

(Examples: straight, gay, lesbian, queer, questioning, asexual, bisexual, etc.)

16. Which of the following best describes your ethnicity or cultural background? Please feel free to specify in the spaces provided. *

Mark all that apply

Check all that apply.

☐ American Indian or Alaska Native

☐ Black or African American

☐ Asian/Pacific Islander

☐ Cambodian

☐ Chinese

☐ Filipin(-a/-o)

☐ Hawai'ian

☐ Indian

☐ Japanese

☐ Korean

☐ Pakistani

☐ Samoan

☐ Thai

☐ Tongan

☐ Vietnamese

☐ Middle Eastern/North African

☐ Arab

☐ Iranian/Persian

☐ Latin(-a / -o)

☐ Hispanic

☐ Caribbean

☐ Central American

☐ Mexican / Chican(-a / -o)

☐ South American

☐ Multi-ethnic / -racial

☐ Native/Indigenous

☐ White / European

☐ Two or more races

☐ Multiracial

☐ Ethnicity / cultural background not listed above

☐ Decline to respond

☐ Other:

17. Are there other parts of identity which are important to you?

18. Do you receive free or reduced meals at school? *

Mark only one oval.

☐ Yes

☐ No

☐ Don't know

19. Are you interested in attending college? *

Mark only one oval.

☐ Yes

☐ No

☐ Don't know

20. Would you be the first in your family to attend college? *

Mark only one oval.

- ☐ Yes
☐ No
☐ Don't know

21. What languages do you speak? *

22. What language do you speak most frequently at home? *

23. What responsibilities do you have at home?

Check all that apply

Check all that apply.

- ☐ I have a job
☐ I have to take care of my siblings or other relative
☐ I have a child
☐ I contribute financially to my family
☐ I help with household chores
☐ Other:

24. Are you currently or have you ever been part of the foster care system?

Mark only one oval.


- ☐ Yes
☐ No

25. Have you ever attended an alternative/community/continuation school?

Mark only one oval.

- ☐ Yes
☐ No

Powered by

 Google Forms

FRIDAY NIGHT LIVE

YOUTH DEVELOPMENT SURVEY 2018

Congratulations on being a part of Friday Night Live! To help us make your program as successful as possible – and to learn about your personal experiences while taking part in the program – we are asking you to complete this survey. All of your responses are confidential. To ensure your privacy, please do not write your name on the survey.

There may be questions that you are not sure how to answer: that's OK. Feel free to ask for help if there is something you do not understand. Please take your time and try to respond to every question in the survey to the best of your ability. There are no right or wrong answers. If you just don't understand a question or can't think of a response, you can leave it blank. Please mark only one response (from Strongly Disagree to Strongly Agree) when you answer each question; if you've marked more than one number, we won't be able to use your response.

The following are two terms that are used in this survey. We have provided you with a definition to help you answer those questions.

Community: Community is defined broadly to include the areas where you live, go to school and/or spend time in. Examples of community can include your school, church group, social group, neighborhood, town or city.

Facilitate: Involves planning and conducting meetings or activities. It includes setting agendas and encouraging the participation of others in solving problems or making decisions as you work on your group's goals.

Thanks again for your help!

FRIDAY NIGHT LIVE YOUTH DEVELOPMENT SURVEY

*The following questions are about your participation in Friday Night Live (FNL).
Please circle one response for each statement.*

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
1. FNL participates in events that take place in the larger community.	1	2	3	4	5	6
2. In FNL, I feel like others really get to know me.	1	2	3	4	5	6
3. Through FNL, I have learned a lot about youth groups and activities in my community.	1	2	3	4	5	6
4. Youth and adults work together to make decisions in FNL.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
5. Through FNL, I have worked with youth that come from different backgrounds (racial/ethnic, religious, economic, gender, or sexual identity).	1	2	3	4	5	6
6. I've felt challenged to push myself in FNL.	1	2	3	4	5	6
7. In FNL, youth have opportunities to take action in our community to create positive change.	1	2	3	4	5	6
8. FNL gives me opportunities to use the new skills I am learning.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
9. In FNL, adult staff provide youth with leadership roles (such as planning activities, facilitating meetings, making presentations, etc.)	1	2	3	4	5	6
10. FNL gives me opportunities to spend time with adults in a positive way.	1	2	3	4	5	6
11. In FNL, staff and youth treat each other with respect.	1	2	3	4	5	6
12. FNL prepared me to take action in my community.	1	2	3	4	5	6

The following questions are about your participation in Friday Night Live (FNL).
Please circle one response for each statement.

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
13. In FNL, I can say what I think or feel without being criticized or put down.	1	2	3	4	5	6
14. FNL encourages me to learn about the identities/cultural backgrounds of others.	1	2	3	4	5	6
15. I work with FNL to make things better in my community.	1	2	3	4	5	6
16. FNL gives me opportunities to use my leadership skills.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
17. FNL provides me with opportunities to build new friendships.	1	2	3	4	5	6
18. I feel like other people in FNL care about me.	1	2	3	4	5	6
19. FNL provides a space where I feel physically safe.	1	2	3	4	5	6
20. Because of my involvement in FNL, I am more likely to continue my education (either through college or specialized training).	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
21. My involvement in FNL helps me decide to do other things instead of using alcohol, tobacco, and other drugs.	1	2	3	4	5	6
22. Because of FNL, I am more excited about going to school.	1	2	3	4	5	6
23. Through my involvement with FNL, I've learned about opportunities for my future.	1	2	3	4	5	6
24. Because of FNL, I am more committed to doing well in school.	1	2	3	4	5	6

The following questions are about your participation in Friday Night Live (FNL).
Please circle one response for each statement.

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
25. In FNL, I learn about problems that alcohol, tobacco and drug use can cause.	1	2	3	4	5	6
26. Because of FNL, I support other youth to make healthy choices that don't involve alcohol, tobacco, and other drugs.	1	2	3	4	5	6
27. There are adults in FNL who care about me.	1	2	3	4	5	6
28. Because of FNL, I have a better understanding of the strengths and challenges of my community.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
29. Because of FNL, I feel more engaged in my community.	1	2	3	4	5	6
30. In FNL, youth respect each other's differences (for example: gender, race, culture, religion, sexual orientation, etc.).	1	2	3	4	5	6
31. In FNL, I feel accepted for who I am.	1	2	3	4	5	6
32. In FNL, I learn how to work with people that I don't always agree with.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
33. Because of being in FNL, I want to take action in my community.	1	2	3	4	5	6
34. In FNL I have opportunities to work with youth and adults to solve conflicts.	1	2	3	4	5	6
35. Because of FNL, I feel like I know what to do if my peers are teasing or harassing others.	1	2	3	4	5	6
36. FNL helps me believe I can try new things/take on new challenges.	1	2	3	4	5	6

The following questions are about skills you have developed in Friday Night Live (FNL).
Please do your best to answer each question, and circle only one response for each statement.

37. Through FNL, I've had an opportunity to build upon the following skills:				If you marked "Yes," tell us whether this was a <u>NEW</u> skill for you.	
	Yes	No	Don't Know	YES, this was a new skill for me	NO, this was not a new skill
a. Public speaking.	1	2	3	Y	N
b. Working as part of a group.	1	2	3	Y	N
c. Planning events and activities.	1	2	3	Y	N
d. Writing skills.	1	2	3	Y	N
e. Planning and organizing my time.	1	2	3	Y	N
f. Active listening: carefully listening and showing the other person that you understand what s/he is saying.	1	2	3	Y	N
g. Carrying out a plan.	1	2	3	Y	N
h. Leading a group discussion or meeting.	1	2	3	Y	N
i. Examining issues in my school or community.	1	2	3	Y	N
j. Developing an action plan to address school or community issues.	1	2	3	Y	N

Final Comments

Please explain your answers.

38. Why is being in Friday Night Live important to you?

39. What, if anything, would you change about FNL?

Participant Information

Please check one answer for each question

40. How long have you been involved with FNL?	<input type="checkbox"/> Less than one semester <input type="checkbox"/> Two semesters	<input type="checkbox"/> One semester <input type="checkbox"/> More than one school year
41. In the past 4 weeks (1 month), about how often have you participated in FNL activities?	<input type="checkbox"/> Not at all <input type="checkbox"/> About once a week	<input type="checkbox"/> Once or twice a month <input type="checkbox"/> More than once a week
42. When you have participated in FNL activities during the current school year, how long did you usually stay?	<input type="checkbox"/> Did not attend <input type="checkbox"/> 1 hour to 1-1/2 hours <input type="checkbox"/> More than 2 hours	<input type="checkbox"/> Less than 1 hour <input type="checkbox"/> 1-1/2 hours to 2 hours
43. In middle school, did you participate in Club Live?	<input type="checkbox"/> Yes <input type="checkbox"/> No If no, was Club Live offered? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> I don't know	
44. How old are you today?	I am _____ years old.	
45. What best describes your gender identity?	<input type="checkbox"/> Female <input type="checkbox"/> Transgender female <input type="checkbox"/> Male <input type="checkbox"/> Transgender male <input type="checkbox"/> Additional Identity: _____ <input type="checkbox"/> Decline to state	
46. What is the primary language spoken by your family?	_____	
47. Do you qualify for free or reduced lunch at school?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> I don't know	

48. Which of the following best describes your ethnicity or cultural background? <i>You can write more in the spaces if you would like.</i>	
<input type="checkbox"/> African-American/Black: _____	<input type="checkbox"/> Middle Eastern/North African: <input type="checkbox"/> Arab <input type="checkbox"/> Iranian/Persian <input type="checkbox"/> _____
<input type="checkbox"/> Asian/Pacific Islander: <input type="checkbox"/> Cambodian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipin(-a/-o) <input type="checkbox"/> Hawai'ian <input type="checkbox"/> Indian <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Pakistani <input type="checkbox"/> Samoan <input type="checkbox"/> Thai <input type="checkbox"/> Tongan <input type="checkbox"/> Vietnamese <input type="checkbox"/> _____	<input type="checkbox"/> Latin(-a/-o)/Hispanic: <input type="checkbox"/> Caribbean <input type="checkbox"/> Central American <input type="checkbox"/> Mexican / Chican(-a/-o) <input type="checkbox"/> South American <input type="checkbox"/> _____
	<input type="checkbox"/> Multi-ethnic/Multi-racial: _____
	<input type="checkbox"/> Native/Indigenous: _____
	<input type="checkbox"/> White/European: _____
	<input type="checkbox"/> Ethnicity/cultural background not listed above: _____
	<input type="checkbox"/> Decline to state

Tab 4



April 6, 2018

Jorge Antonio Rojas
Program Manager-Grants
City of Madera
205 E 4th Street
Madera, CA 93637

Dear Mr. Rojas:

It is my pleasure to convey not only the support of United Way Fresno and Madera Counties for the Youth Leadership Institute's proposed Madera City Youth Commission but our intention to commit private dollars towards this effort over the course of several years. United Way will be an active partner in all of the youth voice activities in Madera, including the proposed Youth Commission and the Madera Unified School District's Student Advocacy Councils. Our initial fundraising goal and commitment for the first year of operation is \$30,000.

We're excited about the opportunity to partner with Madera youth and leaders to elevate the voice of the community. We believe that highly engaged youth are a critical element to the success and vibrancy of a community. Homegrown leadership will create a more prosperous Madera for generations to come.

Sincerely,

A handwritten signature in black ink that reads "Lindsay S. Callahan".

Lindsay S. Callahan
President and CEO
United Way Fresno and Madera Counties

Wells Fargo Grant/Reference #40907685 Inbox x

wellsfargo@cybergiants.com

to me -

April 8, 2018

Yamilette Rodriguez
Senior Director
YOUTH LEADERSHIP INSTITUTE
1749 L Street
Fresno, CA 93721

Thank you for your request seeking support from Wells Fargo for Youth Leadership Institute.

Although we appreciate the tangible benefits offered with this request, we prefer to decline all of them and will process a donation from the Wells Fargo Foundation in the amount of \$10,000.00 for funds to be allocated towards program support. We will accept name/logo recognition only.

Your acceptance of our grant acknowledges that no goods, services or benefits have been or will be provided to Wells Fargo and Company, or any of its affiliates or team members in exchange therefore.

You may expect to receive payment in the next 4 to 6 weeks.

Thank you for your generous offer. Our best wishes for your continued success.

Sincerely,
Sabrina Kelley

Reference: 40907685

CGJMAIL/124471307

Apr 8 (3 days ago)





April 9, 2018

Jorge Antonio Rojas
Program Manager-Grants
City of Madera
205 E 4th Street
Madera, CA 93637

Dear Mr. Rojas:

It is with great pleasure that Comcast confirm support of the Youth Leadership's proposed Madera City Youth Commission at the \$1,500 level for 2018. At Comcast, we seek to further our community impact priorities through sponsorships that strengthen the communities we serve. Empowering youth in our communities with education, skills, and training is a top priority and so this program is a perfect example of the partnerships that are most meaningful to us.

We are excited to continue our work with Youth Leadership Institute in bringing the Madera Youth Commission to your community.

Sincerely,

Angela Hiyama
Director of Government Affairs – South Valley
Comcast

MADERA UNIFIED SCHOOL DISTRICT

1902 Howard Road, Madera, California 93637
(559) 675-4500

FAX: (559) 675-1186

www.madera.k12.ca.us



April 11, 2018

Jorge Antonio Rojas
Program Manager-Grants
City of Madera
205 E 4th Street
Madera, CA 93637

Dear Mr. Rojas:

It is my pleasure to convey not only the support of Madera Unified School District (MUSD) for the Youth Leadership Institute's (YLI) proposed Madera Citywide Youth Commission but the intention of MUSD to commit dollars towards this effort over the course of several years. MUSD will be an active partner with YLI and the United Way in all of the youth voice activities in Madera, including the proposed Youth Commission and the Madera Unified School District's Student Advocacy Councils.

We're excited about the opportunity to partner with Madera youth and leaders to elevate the voice of the community. We believe that highly engaged youth are a critical element to the success and vibrancy of a community. Homegrown leadership will create a more prosperous Madera for generations to come.

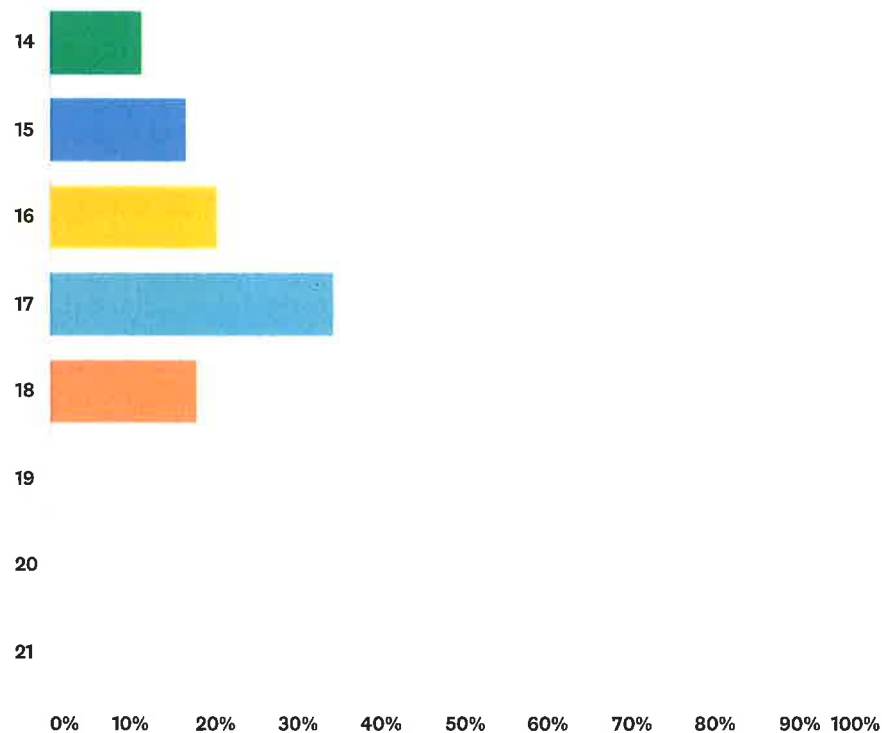
Sincerely,

Todd Lile,
Superintendent

Tab 5

Q1 What is your age?

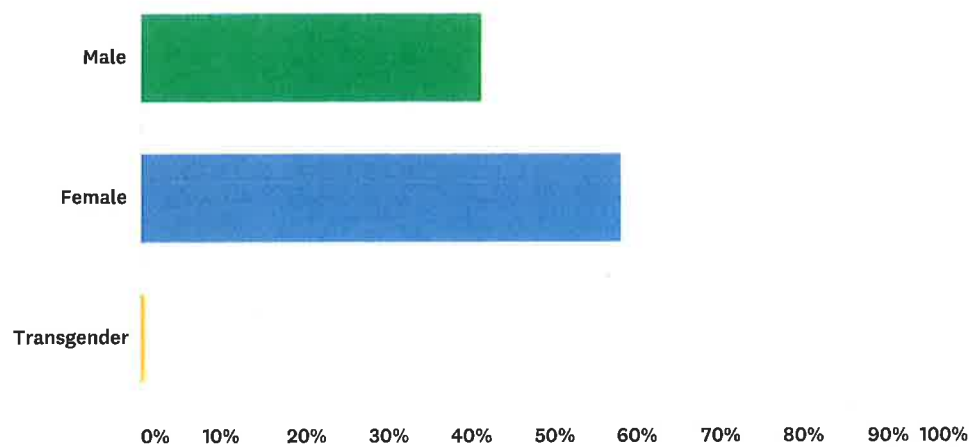
Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
14	11.04%	18
15	16.56%	27
16	20.25%	33
17	34.36%	56
18	17.79%	29
19	0.00%	0
20	0.00%	0
21	0.00%	0
TOTAL		163

Q2 Which gender do you identify with?

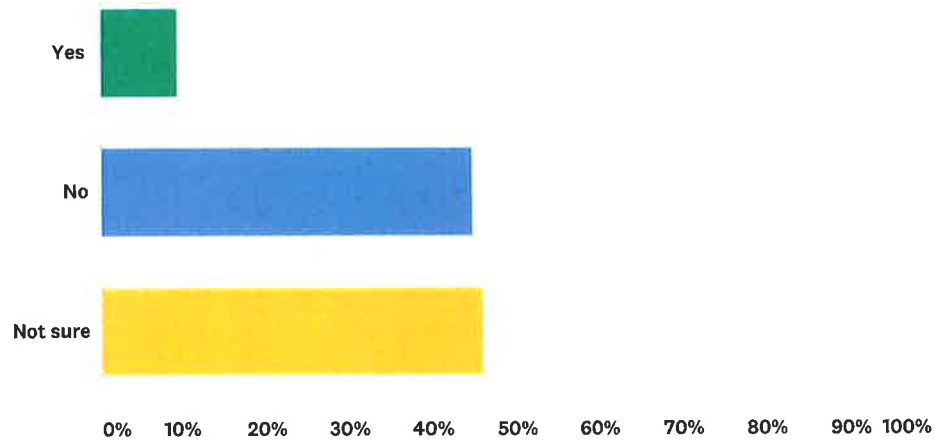
Answered: 160 Skipped: 3



ANSWER CHOICES		RESPONSES	
Male		41.25%	66
Female		58.13%	93
Transgender		0.63%	1
Total Respondents: 160			

Q3 Do you feel that your voice is taken into consideration when city/community decisions are made?

Answered: 163 Skipped: 0



ANSWER CHOICES

Yes

No

Not sure

TOTAL

RESPONSES

9.20%

44.79%

46.01%

15

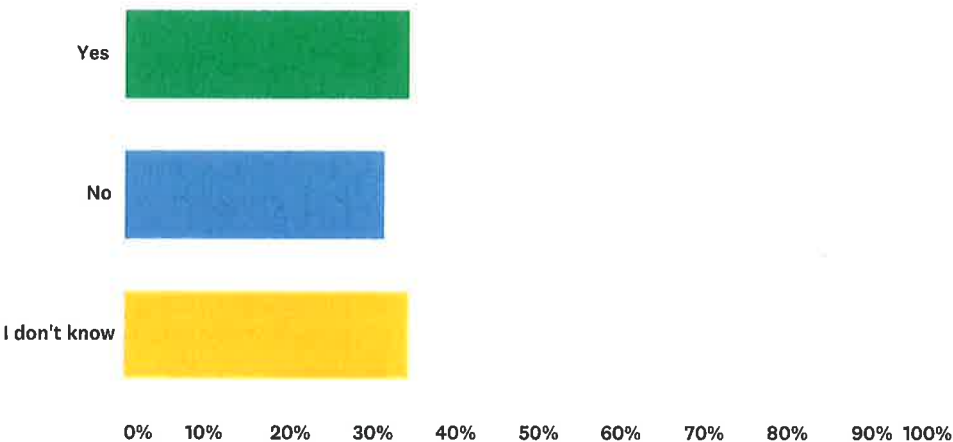
73

75

163

Q4 Are there opportunities for young people to voice their opinions on decisions the city makes that impact youth?

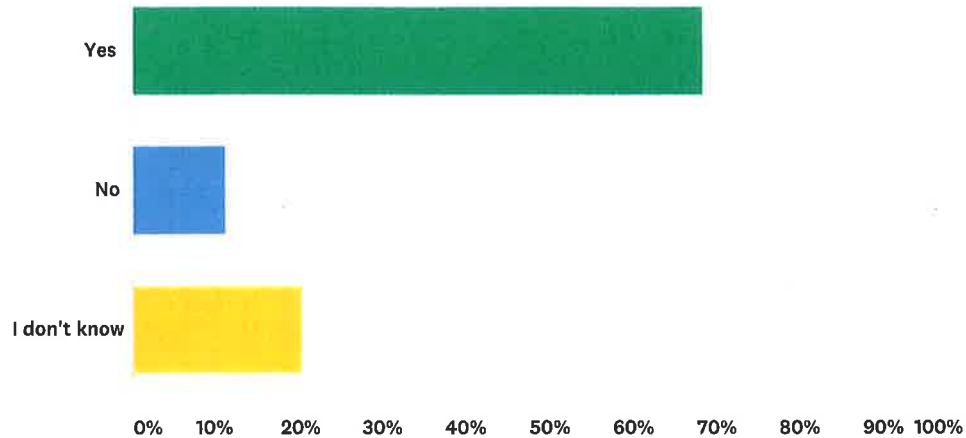
Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	34.36%	56
No	31.29%	51
I don't know	34.36%	56
TOTAL		163

Q5 Do you feel it's important that youth thoughts and opinions are taken into consideration when city/community decisions are made regarding youth?

Answered: 163 Skipped: 0



ANSWER CHOICES

Yes

No

I don't know

TOTAL

RESPONSES

68.71%

11.04%

20.25%

112

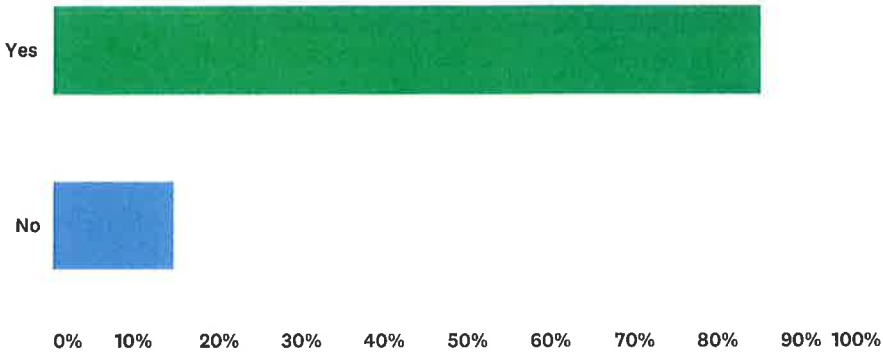
18

33

163

Q6 Are you in favor of a youth commission, a body of youth that advise city council on issues and policy regarding young people, and that provides youth decision making power in citywide issues impacting youth?

Answered: 163 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		85.28%	139
No		14.72%	24
TOTAL			163

Tab 6



City of Madera
Parks & Community Services Department

April 9, 2018

Youth Leadership Institute

Attention: Ms. Yammilette Rodriguez, Senior Director, Central Valley
1749 "L" Street
Fresno, CA 93721

Dear Ms. Rodriguez,

Please accept this letter in support of the Youth Leadership Institute's (YLI) pursuit of funding to launch a Youth Commission in Madera.

The City of Madera's Parks & Community Services (PCS) Department works in concert with MUSD and other partners to ensure that youth have access to quality enrichment programming. PCS is pleased to partner with YLI to launch an expanded Youth Commission that will engage youth in policy change in Madera. We're excited about the opportunity to work with a suite of partners and community leaders to elevate the voice of the community. We believe that highly engaged youth are a critical element to the success and vibrancy of a community. Homegrown leadership will create a more prosperous Madera for generations to come.

Please feel free to contact me at 559-661-5491 if additional information is needed. We are eager to expand our partnership with YLI so that we can further our collective efforts to strengthen youth voice in Madera. Thank you.

Sincerely,

Mary Anne Seay, Parks & Community Services Director
City of Madera



Service

City of Madera
Parks & Community Services

Integrity

701 E. 5th Street
Madera, CA 93638

Accountability

559.661.5495 T
559.675.3827 F

Teamwork

www.madera-ca.gov



RECEIVED
4/13/18

11:30 am

P.O. Box 642 • Madera, CA 93639
Bus. (559) 675-8321 • Fax (559) 675-8073 • munger@maderarescue.org

City of Madera
205 West Fourth Street
Madera, CA 93637
ATTN: CDBG Administration
Jorge Rojas – Program Manager

April 12, 2018

Dear Jorge,

We here at the Madera Rescue Mission are respectfully submitting **two** applications for grant funding from the CBDG Administration.

The first being for assistance in the **services** we provide the Madera community in the amount of **\$25,000** the details of which are outlined and described in the attached application.

The second is in the amount of **\$10,000** to help provide assistance for **administration** by way of staff wages (which are kept to a minimum), operating expenses: phone lines, copy machines and paper costs, building maintenance and utilities, Mission vehicle costs and licence/insurance fees, etc.

In operating as a non-profit organization we rely heavily on donations and grant funding to keep things running smoothly and maintaining the level of quality services to our clients, the homeless, displaced and needy of our community. CBDG's financial assistance with what we do here at the Madera Rescue Mission will be greatly appreciated as we move forward in our efforts to serve.

With respect and thanks,

Pastor Mike Unger
Executive Director
Madera Rescue Mission

Date 4-13-18

Agency MADERA RESCUE MISSION

Program COMMUNITY SHELTER AND REHABILITATION PROGRAM

	EVALUATION QUESTIONS	Scoring					COMMENTS
		0	1	2	3	4	
A.	Program Design						
1	Does the program address one of the City's priorities for this year's Action Plan?						
2	Does the program serve mainly low- to moderate-income people?						
3	Is there an effective outreach effort?						
4	Are the expected outcomes described and quantified?						
5	Is there a plan for assessing the program outcomes?						
B.	Capacity and Past Performance						
1	Is the Board of Directors active?						
2	Is staffing adequate?						
3	Does the applicant have other sources of funding sufficient for its programs?						
4	Did the agency meet its contractual obligations for past use of CDBG funds including meeting planned outcomes?						
5	Does the budget seem adequate?						
6	Deliverability: Will the applicant be able to accomplish what is claimed in the application?						
	Extra Bonus Points						
1	Is the proposed program new or different or special?						
2	How important is CDBG funding for this project? Are CDBG funds the only likely way to accomplish this program?						
	Total						

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE2018/2019 PROPOSALAPPLICATION
PART 1 (PAGES 1 THROUGH 6)

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	784	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	392	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	45	33	8	120	138	17	20	11
GENDER	Female	296						
	Male	96						
FEMALE HEAD	266							

EthnicCategories*	No.
Hispanic or Latino	227
Not-Hispanic or Latino	165
Racial Categories*	
American Indian or Alaska Native	18
Asian	0
Black or African American	69
Native Hawaiian or Other Pacific Islander	0
White	66
Other	239

***Definitions of these categories may be found on the next page.**

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT	
CITY	0	
UNITED WAY	\$737.00	
STATE (SPECIFY)	0	
FEDERAL (SPECIFY)	0	
SERVICE FEES	0	
FUND RAISING	\$65,000	
DONATIONS	\$275,000	
RESERVE/CONTINGENCY	0	
OTHER (LIST)	&\$5,00	
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$33,500
BENEFITS	0150	0
SERVICES & SUPPLIES		
INSURANCE	0200	\$32,000
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	\$6,000
OFFICE EXPENSE	0350	\$14,000
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	\$45,000
TRAVEL (ADMIN.)	0550	\$5,000
FOOD SUPPLIES	0600	\$25,000
CONTRACTS	0650	\$2,500
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL	See attachment #1	See attachment #1

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Once a month

What was the average number of Board members attending meetings last year? 6

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

7 Minimum

11 Maximum

Please provide the following information:

Date of Incorporation: 01/05/1987

IRS Employer Number: 77-0144133

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

FINANCIAL:

How often are financial records audited, and by whom? CPA Annually

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera **Rescue Mission** do hereby resolve that on April 6, 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: April 12th, 2018

AGENCY NAME: Madera Rescue Mission

ADDRESS: 1305 CLINTON MADERA, CA. 93638

TELEPHONE: 559-675-8329

By: 
Dan Humphries, Treasurer of the Board of Directors

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

By: 
Mike Unger, Executive Director

RETURN THIS ORIGINAL TO:

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

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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

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

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

The homeless situation in Madera County is a complicated one. It impacts businesses, residential areas, health care and social services and it remains a controversial topic of conversation within the community.

- a. The mission provides emergency shelter to some 100 plus men, women and children nightly.
- b. The mission provides breakfast, lunch and dinner or 200 plus meals daily.
- c. The mission programs and counsels some 78 individuals throughout the year in our 18-month Addiction Program.
- d. The mission provides at no charge, clothes and clothes washing services to the homeless.

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

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

Hope House provides daily activities for the homeless, Holy Family Table, we assist the Madera County Food Bank distributing food boxes to alleviate the hunger issue within our community.

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

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

- a. We have emergency housing for women and children 49 beds
- b. We have emergency housing for men 95 beds
- c. A hot well balanced nutritionally sound dinner is created nightly
- d. Faith based 18 month Addiction Recovery program for both men 17 beds and women 5 beds (12 months in-in-patient and 6 months transitional/out-patient)
- e. Work training, and work placement assistance
- f. Ongoing counseling and mentorship long after they've graduated or left the program.

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

The Mission's effectiveness can be measured in several ways:

- a. By removing 100 plus homeless men, women, and children from the streets nightly and in so doing, making a safer city for all parties involved.
- b. By caring for single mothers and children (Shelter, diapers, formula, counseling).
- c. By feeding 200+ meals a day we create and provide healthy food choices.
- d. By moving some 70 or so men and women through our 18-month Faith based Addiction Recovery Program.
- e. By moving our program graduates into transitional housing
- f. Once transitionally housed our graduates have an opportunity to finish their Grade 12 or GED educational requirements, or find gainful employment
- g. Once gainful employed our transitional candidates are assisted and directed to permanent housing or restoration of housing
- h. I would be remiss not to mention the changed lives that are touched as God plays a more active role in their recovery.
- i. Special events activities; the holidays are particularly difficult for the homeless. As such, we make a special effort to brighten the Thanksgiving season for those that may not have much to be thankful for. We do this by preparing and presenting some 1,600 plus turkey meals, complete with all the fixings. In Christmas Dinners complete with 1,200 age specific, wrapped toys for the children.

Which National Objective does your program meet?

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

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

Which measurable objectives does your program meet?

Our objectives serve the following groups:

- No one is denied services
- Individuals with substance abuse
- Low income families & children

The Mission meets the measurable objective of assisting ALL that come to the Mission looking for services, turning NO ONE away provided we are able to help. It may sound somewhat heady to suggest that we have a 100% success rate, but I contend that this statistic is 100% correct, let me explain. Not everyone that comes to the Mission does or completes what we say, or teach in the program, but if we as a believers treat everyone that seeks help with respect and dignity, we will have fulfilled our mandate of loving our neighbor and as such, we will achieved 100% success.

How will your program meet its goals in one year?

The mission will meet or exceed its goals by providing a higher level of services through improved facilities and improved skills training

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

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

The following are the financial resources available to us for 2018:

Temporary AB109 & MIOCR grant ending 06/2018

Central Women Conference. (See Attachment # 2)

Bank of America Charitable Foundation. (See attachment # 3)

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

Our income comes from: three major's events: Second Wind 5K run, our annual fundraiser banquet in October, and Thanksgiving & Christmas meal mail campaigns. In addition, we also have 150 donors between local churches, local businesses and single individuals of Madera County that donate food, clothing and support.

- Projected Net Income:
- Second Wind 5K \$ 10,000
- Christmas & Thanksgiving Campaign \$ 27,000
- Annual Banquet \$ 50,000
- Rescue Mission Auxiliary (meeting once monthly at local churches) \$8,000

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

MRM promotes our fundraising activities through radio, television, social media (Facebook), and appearances at local churches and Auxiliary meetings throughout the year.

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

N/A

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

N/A

Discuss your program's project successes.

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

Discuss your program's/project's past performance (2011 to 2016).

We have witnessed a steady increase of clients including those that need assistance finding sobriety. As a result we have seen more success, in fact we currently feel we have 100% success rate giving we are loving & caring for those that come and in so doing we fulfill our mandate of serving others, for their benefit or good, without thought of return. We love like our great example, Jesus Christ.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

We will provide better food quality as well as quantifiable resume inserts based on completed program training and job preparation. We will improve facilities, flooring, and appliances. We will increase capacity with additional beds, re-establishing the priority of value to those clients that come by better equipping them through evidence based training, etc.

Madera Rescue Mission, Inc.

 2018 Budget
1/18/2017


Attachment # 1

REVENUE	2018 BUDGET	2017 Budget	12/31/2017 Draft Actuals	
Revenue				
Grants	13,000	7,500	23,296	FEMA
Unrestricted Contributions	275,000	300,000	248,103	
AB109, Ace	290,000	293,000	301,962	AB109 96k; Ace16k (2018 half Miocr 89k)
Special Events (Run, Banquet)	65,000	65,000	98,158	Banquet 35k; Run 30k
Miscellaneous	5,000	5,000	7,445	Recycling, misc
Interest	400	-	116	
TOTAL REVENUE	648,400	670,500	679,080	
Special Event Expense	24,000	24,000	34,924	Banquet 9k; Run 15k
Gross Profit	624,400	646,500	644,156	
EXPENDITURES				
Professional Services				
Accounting Fees	6,000	6,000	5,280	
Outside Contractors	2,500	2,500	1,384	
Total Professional Fees	8,500	8,500	6,664	
Operations				
Advertising Expense	19,000	14,000	19,133	AKA 17k; Misc 2k
Auto Expense	6,000	6,000	5,068	
Food Supplies	25,000	24,000	25,804	
Maintenance & Repairs	35,000	40,000	30,339	
Supplies	14,000	14,000	13,879	
Telephone	12,000	11,000	13,487	
Utilities	45,000	44,000	50,869	
Total Operations	156,000	153,000	158,579	
Administration				
Bank Charges	100	100	125	
Dues & Subscriptions	11,000	11,000	10,337	Ace 8.5k; AGRM 1.5k; Misc 1k
Insurance	32,000	35,000	30,396	
Other Costs	3,000	2,000	3,561	
Staff Development & Travel	5,000	5,000	3,396	
Total Administration	51,100	53,100	47,815	
Payroll Expense				
Salaries & Wages	333,500	340,000	317,271	11 staff/12 staff
Payroll Taxes	28,300	27,000	21,720	
Total Payroll Expense	361,800	367,000	338,991	
TOTAL EXPENDITURES	577,400	581,600	552,049	
NET INCOME (LOSS)	47,000	64,900	92,107	
(Does not include depreciation)				



Attachment # 2

February 20, 2018

Mike Unger
Executive Director
Madera Rescue Mission Inc.
P.O. BOX 642
Madera, CA 93639

Dear Mike,

Congratulations! It is our pleasure to inform you that the Board of Directors of the CENTRAL CALIFORNIA WOMEN'S CONFERENCE has approved a \$2,000 grant to support your organization's work which benefits women and children in California's Central Valley. The grant is to be applied to the kitchen flooring for the Madera Rescue Mission kitchen. Any significant change in the use of these funds requires prior approval by the Conference board. The CENTRAL CALIFORNIA WOMEN'S CONFERENCE requires donation recipients to use these funds by December 31, 2018.

The CENTRAL CALIFORNIA WOMEN'S CONFERENCE supports 501(c)(3) tax exempt organizations throughout California's Central Valley whose mission and services support women and children, and your grant is made possible from the 2017 conference proceeds.

On **Wednesday, April 11, 2018 at 5:30 p.m.**, we will recognize all grant recipients at a reception at Pardini's (corner of Shaw & Van Ness). An invitation is forthcoming. We look forward to meeting with members of your Board and staff to present your check at that time.

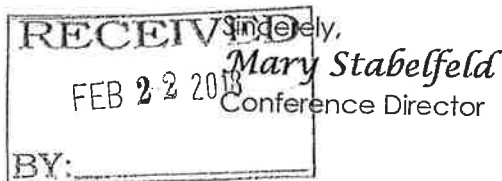
We are delighted to offer this support to Madera Rescue Mission Inc. We appreciate your organization's drive and commitment to improving our community and we wish you continued success in building and sustaining a healthy community for the residents and citizens of our area.

Also, mark your calendar for this year's Central California Women's Conference, which will be held on Tuesday, September 25, 2018.

If we don't have it already, our CCWC PR & Speaker Coordinator, Betsy Hays, may be reaching out to you to obtain your logo or other information in an effort to promote your grant award. If you have received a grant in the past and have a new name or logo, please reach out to her directly at betsy@ccwc-fresno.org.

If you have any questions related to this grant, please feel free to contact Nené Casares (559) 430-6955 or at nenecasares@ccwc-fresno.org or Mary Stabelfeld (209) 356-1000 or at mary@ccwc-fresno.org.

Sincerely,
Nené Casares
Board President



Sincerely
Betsy Hays
PR & Speaker Coordinator

Subject: Fw: Bank of America Charitable Foundation Application Update

From: muruunger911@hotmail.com

To: ligiapacheco40@yahoo.com; lkmorris70@yahoo.com

Date: Wednesday, March 7, 2018, 11:32:48 AM PST

YESSSSSS!

From: do_not_reply@cybergrants.com <do_not_reply@cybergrants.com>

Sent: Wednesday, March 7, 2018 6:30 PM

To: muruunger911@hotmail.com

Cc: charlie.henderson@bankofamerica.com

Subject: Bank of America Charitable Foundation Application Update

March 7, 2018

Mr. Mike Unger

Madera Rescue Mission Incorporated

1305 Clinton

Madera, CA 93638

Dear Mr. Unger:

The Bank of America Charitable Foundation, Inc. is pleased to provide a grant to Madera Rescue Mission Incorporated in the amount of \$2,500.00 for the purposes outlined in your grant request dated 01/10/2018.

The funds awarded will be transferred to you via Automated Clearing House (ACH) and will be reflected as Bank of America CashGrants in your account. Please communicate this gift to the person who manages the bank account you provided for ACH payments.

Bank of America is lending, investing and giving in local communities like yours in order to advance local economies and create positive change. Providing support to organizations like Madera Rescue Mission Incorporated, that are providing critical services and programs are just one of the ways we are helping improve the quality of life in the communities we serve.

This grant is subject to the terms and conditions accepted through your application. In addition, the Foundation may request further information regarding your organization and this grant as agreed to in your grant application. Thank you for your commitment to the community.

Sincerely,

The Bank of America Charitable Foundation, Inc.

The reference code for this application is Request ID: 39272425



P.O. Box 642 • Madera, CA 93639
 Bus. (559) 675-8321 • Fax (559) 675-8073 • munger@maderarescue.org

MADERA RESCUE MISSION – 2018 BOARD DIRECTORY

	Years served	Occupation
Keith Carns, Email: kcarns@sti.net P.O BOX 2080 Oakhurst, CA 93644 Cell: 559-760-4500	7+	Retired
Otto Coelho, Vice Chair Email: ojoelho@earthlink.net Cell: 559-706-1831	7+	Self Employed
Dan Humphries, Treasurer Email: humphries@clearwire.net Cell: 559-706-9331	7+	Self Employed
Brenda Herrera, Member brendakarenherrera@gmail.com 717 N. Granada Dr. # 109 Madera, CA 93638 Cell: 559-377-0440	1	Office Manager
Richard Ivey 34555 Treetops Lane Coarsegold, CA 93614 (559) 675-5270	2	Retired
Donna Adams, Member 1213 E Pecan Ave Madera, CA 93637 Cell: (559) 997-4225	3	Retired

RECEIVED
4/13/18

11:42 a.m.

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	30	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	30	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
			35	15	10			
GENDER	Female	50						
	Male	10						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	54
Not-Hispanic or Latino	
Racial Categories*	
American Indian or Alaska Native	
Asian	
Black or African American	3
Native Hawaiian or Other Pacific Islander	
White	3
Other	

***Definitions of these categories may be found on the next page.**

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	13104
BENEFITS	0150	1215
SERVICES & SUPPLIES		550
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	3700
CONTRACTS	0650	
TRANSPORTATION	0700	800
FUND RAISING	0750	
TOTAL		19,369

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year?
10

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

8 Minimum 20 Maximum

Please provide the following information:

Date of Incorporation: September 7, 1994

IRS Employer Number: 77-0391942

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

FINANCIAL:

How often are financial records audited, and by whom? 12 months

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of MCCJ do hereby resolve that on 4/11, 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: 4/11/18, 2018

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 126 N. B street Madera CA 93638

TELEPHONE: (559) 661-1879

By: Raguel Rodarte
President of the Board of Directors

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

By: Louros Herrera
Executive Director

RETURN THIS ORIGINAL TO:

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

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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

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

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: *The Resilient Madera project is specifically designed to help the low-income and young people of color in succeed and will target students who are significantly more likely to experience childhood trauma and have compounded obstacles to overcome before reaching their educational and career goals. Many of these students have many obstacles on their way to college and career paths. The Resilient Madera project will support youth through a holistic approach to student's health and academic success, while training in leadership and community engagement. During the course of the program, youth will strengthen their self esteem and develop academically in order to increase their likelihood of reaching their college and career goals. In concluding the program, youth within the cohort will be applying their newly developed leadership skills to develop community-driven campaigns to benefit their families, schools and neighborhoods. Under tier 2, parents will participate in a 12-week leadership workshop. The intended audience are low-income and minority parents with school-age children. Group size will be from 15-25 each semester. The teaching philosophy will be popular education and the methodology used will be small group activities, guest presentations, hands-on learning, role play and reflection. To empower at-risk students, MCCJ will first facilitate leadership training that provides them all the tools to excel academically, while acknowledging that they are in need of a support system that addresses their unique challenges and gives them skills to cope, reduce stress and become resilient leaders. Second, it will initiate a program to train parents to better interact with their children.*

Problem Presented: Eastside Madera is the home of many low-income, Latino and farmworker families. Most exist on the economic and social margins of the community. Parents of these families lose control of their children when they enter middle school. The latter are offspring of recent immigrants. Many of these youth struggle to adapt to the American culture while retaining some of their rural Mexican identity. The confluence of these forces has wide-ranging consequences on the social life of these youth. Youth hanging out with nothing to do, detached from family influence, unfamiliar with and uncommitted to school, and in fear of the law, gradually become rooted in this negative subculture. It's no surprise that Madera has one of the highest gang affiliation rate per capita, juvenile arrests, felony convictions and incarceration.

Madera County- Stats.	Year	County	Rank in State
Teen Pregnancy	2013	41.8 per 1000 of youth gives birth	5th highest county
High School Dropouts:	2015	11% of youth dropout of high school	10th highest county
Children Living inPoverty	2012-2016	33.4% of youth live in concentrated poverty	6th highest county
Food Insecurity	2014	26.4% live in food insecure households	25th highest county

Research continues to show a direct link between childhood trauma (Adverse Childhood Experiences) and student's academic success, mental, emotional and physical health. We know

that our students can not perform well in school while they are sick, and we must be innovative in our strategies of intervention. It's shown that children without support and protection from adults, children who experience toxic stress are at higher risk for health and social problems. Like other innovative youth development programs in the state, we believe the young people of Madera need more systems of social emotional support alongside educational development in order to meet their day to day needs, reach their career and college potential success, become leaders in their communities and live long and healthy lives. "The Search Institute identifies 40 measurable assets of young people, including support by parents or other adults, community service, involvement in extracurricular activity, academic goals, skill in making decisions, positive values, a positive view of one's own future, and social skills.⁴ In working to encourage young people to develop and rely on their own assets, the most promising programs focus on each young person's abilities while taking into consideration his/her individual family, social, cultural, and school environment. Such programs focus on developing young people's self esteem, self efficacy, and self worth. The thrust of youth development—also known as life options—programs must be flexible to be able to meet the individual needs and build on the individual assets and strengths of each young participant. By tailoring services to meet the needs and build on the assets of the individual, these programs motivate young people to work toward achieving successful futures.*

Part I - Resilient Madera will be modeled on the successful leadership training initiative championed by ex-President Obama, "My Brother's Keeper". This initiative has since been adopted by communities and organizations to create successful programs such as: Alliance for Boys and Men of Color- supported by The California Endowment, La Cultura Cura- supporting young men and women to become leaders through culturally based practices, United Students- a project of East LA's InnerCity Struggle and Fresno Unified's Men's and Women's Alliance programs. All of these programs aim to help young people who traditionally struggle to graduate high school and go on to college.

The first component of this program seeks to provide a safe and welcoming place to connect, share coping and stress reduction techniques on how to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors. The second goal of this program is to provide students who are less likely to graduate and go on to college, the information and support to be successful in a college or career path and to encourage growth in their self esteem and facilitation skills, in order to make broad change in Madera. Whether they are focused on bullying on their school campus or advocating for better bus access in their area of town, they are experts in creating solutions to their communities' struggles and are capable of leading holistically supportive and genuine community engagement through circles and forums. There are three primary outcomes for the project: (1) Each session will be made up of 20-35 youth participants, with sessions held weekly. The program will run on a year round basis, with curriculum cycles coinciding with the spring, summer and fall school schedule. Each curriculum cycle we will be accepting new students but youth are encouraged to stay with our program throughout their high school career. Each youth session will allow the participants to create a safe and connected circle of support with other young people and their adult allies. Throughout the sessions, youth will learn about mindfulness and other techniques to help counteract the effects of Adverse Childhood Experiences, to seek the help they need to succeed, to build self-esteem, efficacy and self-worth, to know what it feels like to be valued, engage in positive decision-making and to be a leader.

(2) MCCJ will build upon previous success and ongoing college-readiness/preparatory assistance. Students will learn about A-G coursework requirements. Seniors will be given a checklist of

required filings and deadlines. All youth participants will create a personalized "Individual Empowerment Plan" to help them track progress and reach their goals. Students can participate at any point in the educational path. Whether they are just starting high school or graduating this year, we will work together to map out their path to college and career. Students will meet with counselors, college representatives and campus students while attending college campus tours (UC Merced, CSUFresno, a private university and UC Berkeley or Stanford). Parents will also be offered opportunities to engage as active participants in fulfilling their student's Individual Empowerment Plan. (3) Youth from this program will be developing two service learning projects. The first will be a cross-campus awareness project, focused on improving the climate of their schools. The exact topic could range from bullying to school discipline but will involve social media and educational session components to reach other students on their campus. This will highlight the way students are treated at school, affects the rest of the community. When school is not seen as a safe place, youth are drawn to find other places of acceptance like gangs, tagging, substance abuse and other risky behavior. For the second project, youth will take the support circles they are participating in and replicate them within their community. These circles will include youth, parents and other community members. The task for the youth-lead support circles will be to develop a community-driven campaign to address a local issue by conducting research, focusing media attention, and advocating before a government entity. Part 2 - Parents will be trained using the Cara Y Corazon (Face and Heart) curriculum developed by one Jerry Tello, co-founder of the National Compadres Network and internationally recognized authority in Latino family strengthening, and healing. The concepts of Face and Heart are directly related to the Mexican traditional concepts of character development, which is viewed as a fundamental principle for appropriate family living. This principle is grounded in the values- dignity, respect, trust, and love/acceptance. These classes allow parents to learn parenting skills built on inner strength, and gain hope, inspiration and support.

The class will be a mix of didactic activities, basic information, stories, personal examples, jokes and specific task oriented elements. The class set-up and facilitation is intended to be culturally appropriate for traditional Mexican culture. Each class will take participants in a four phase process that includes acknowledgement, understanding, integration and action. All activities incorporate the four phase process which helps participants to grow through four stages of learning (initial idea, understanding, implementation and assimilation) into their daily lives. The participating parents will engage in interactive and experiential activities that leads to their exploring significance of the issues taught. There will also be discussions as to how the lesson pertains to and can be integrated in their lives. It is during this phase that stories are shared among them. Participating parents will also receive homework assignments.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. Explain how your program supplements or complements existing services without duplicating them. *There are other youth-serving entities but none in the manner proposed. To the extent practical, this project will supplement what currently exists. No duplication of services.*

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. *Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in a work plan. Important criteria include completion of tasks, attaining recruitment goals and compliance with budget outlay. There are important indicators that will measure successes or failures. In terms of the youth: retention*

rate of over 60% of participants; increase knowledge confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 60% of members participate in college outreach and preparation; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume roles as mentors and trainers of fellow peers; and, increased knowledge of current events and local issues. See attached.

Which National Objective does your program meet? *Activities benefiting lower-income persons/households.*

Which measurable objectives does your program meet? *Youth services*

How will your program meet its goals in one year? *See above. There will be periodic evaluations by participants and partners on the program and/or activities. These important "lessons learned" will be shared with participants, community partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by the director to the board monthly.*

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. *None*

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

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. *Parent group & board members are surveyed. No surveys collected.*

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

When there is an overflow of clients, how is it determined whom to serve? *First come, first served.*

Discuss your program's/project's successes. *MCCJ has been receiving CDBG funding from City for many years including 2011-16 and has successfully completed the contracts.*

Discuss your program's/project's past performance (2011 to 2016). *All CDBG projects 2011-16 successfully completed.*

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service. *No new or increased services offered.*

Evaluation Form

Date: _____

Training: _____

Instructions: Please indicate your impressions of the items listed below.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
1. Purpose of the training session was clear.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Participation was encouraged.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The topics covered were relevant to me	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The materials distributed were helpful.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. This training experience will be useful in my work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

6. How can the training be improved? _____

Cover Letter 4/13/2108

To: Jorge Rojas and
City Of Madera
Community Development Block Grant (CDBG)
Administration/2018/2019 Proposal Application

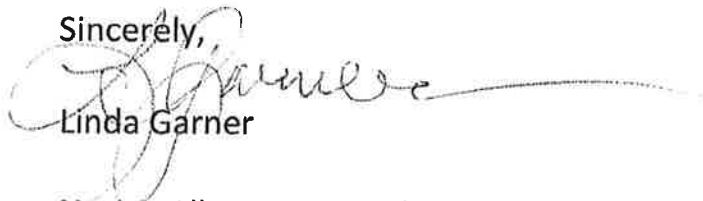
From: Doors Of Hope Parenting and Pregnancy Center
Linda Garner

Following you will find our application for the 2018-2019 CDBG.
We are asking for Administration funds to help us serve the Hispanic community by providing a staff advocate at the Center every day we are open. DOH has only two paid staff members who are there every day, however neither speak Spanish. We have 10 volunteer advocates of which only two are bilingual and may not be available for their assigned shifts. Being able to hire and full time staff member will increase our level of service to the community.

We are asking for \$27,000 to cover the cost of salary, payroll taxes and workman's comp. insurance for this new hire.

Thank you for your consideration of our request.

Sincerely,



Linda Garner

Note: All stats were obtained from:

- Kidsdata.org/Lucile Packard Foundation/Children of Madera County
- Census Bureau / Madera County / Table 2
- Doors Of Hope Data System

RECEIVED
4/13/18
1:00 p.m.

COPY

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATION/ 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)**

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	575	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	358	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above: ***Numbers below reflect clients only, see attachment #1.***

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	see attachment #1	4	30	90	231			
GENDER	Female	223						
	Male	135						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	205
Not-Hispanic or Latino	153
Racial Categories*	
American Indian or Alaska Native	7
Asian	4
Black or African American	6
Native Hawaiian or Other Pacific Islander	5
White	127
Other	4

***Definitions of these categories may be found on the next page.**

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT	
CITY	0	
UNITED WAY	0	
STATE (SPECIFY)	0	
FEDERAL (SPECIFY)	0	
SERVICE FEES	0	
FUND RAISING	14,000	
DONATIONS	70,000	
RESERVE/CONTINGENCY	0	
Central California Women's Conference	1,000	
TOTAL INCOME	85,000	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	32,704.00
BENEFITS	0150	0
SERVICES & SUPPLIES		8900.00
INSURANCE	0200	1950.00
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	0
OFFICE EXPENSE	0350	12,800.00
OFFICE RENTAL	0400	9600.00
EQUIPMENT RENTAL	0450	0
UTILITIES	0500	1900.00
TRAVEL (ADMIN.)	0550	300.00
FOOD SUPPLIES	0600	0
CONTRACTS	0650	975.00
TRANSPORTATION	0700	0
FUND RAISING	0750	300.00
TOTAL		\$69,429.00

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? 4 times per year

What was the average number of Board members attending meetings last year?
3

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

3 Minimum 5 Maximum

Please provide the following information:

Date of Incorporation: May 21, 2003

IRS Employer Number: EIN # 42-1593588

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board. **See attachment #2**

FINANCIAL:

How often are financial records audited, and by whom? 2-3 times per year by Board

Are the treasurer and/or other financial officers bonded? N/A

If so, for how much? 0

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

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Doors Of Hope Pregnancy Care Center do hereby resolve that on April 13, 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: APRIL 13, 2018

AGENCY NAME: Doors Of Hope Pregnancy Care Center

ADDRESS: 500 East Almond Avenue, suite 5A, Madera CA. 93637

TELEPHONE: (559) 662-8629

By: 
Linda Garner, Founder/President of the Board of Directors

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

By:  
Deborah Holiday, Client Services Director

RETURN THIS ORIGINAL TO:

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

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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

PART 2. Pages 7 thru 9

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:

Doors Of Hope has served the community for 15 years with services to both English and Hispanic clients. With the growth of Hispanic clients and the need for updated curriculum in the Spanish language, we need an additional paid bilingual staff member/advocate to facilitate our many Hispanic clients and programs. Though we have bilingual volunteers, they are not always available. A paid staff/advocate, will be at the Center daily to serve our Hispanic clients which will increase our level of service to the community.

EXISTING SERVICES:

Other agencies:

- **Madera Action Committee – offers group classes only, must be referred or have child in Head Start program**
- **First 5 Family Resource – offers classes only to parents with child(s) 0-5 years**

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

Doors Of Hope, although a Christian faith based organization, serves all people and faith groups, offering practical, emotional and spiritual support: Practical support with free pregnancy tests, parenting/co-parenting classes for parents with child(s) 0-17, anger management and more. Emotional and Spiritual support by caring, compassionated peer counseling/mentoring by trained volunteer advocates.

- **No cost for any services – No referral required**
- **No group classes, individual classes/session with one-on-one advocate**
- **Can start any time, no waiting for next group session to begin**
- **Services for females and males**
- **Classes in English and Spanish languages**
- **Classes for parents with child(s) 0-17**
- **Anger Management classes are led by a Certified Anger Management Specialist-1**

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

Doors Of Hope completes a detail intake form for each client, showing personal information and his/her need and is followed up with weekly notes and exist form. All information is transferred to online data program for weekly, monthly and annual statistical reporting. See attached forms: Request For Services, Confidential Client(s) Intake Form and Exit Form. Attachment #3

Which National Objective does your program meet?

Doors Of Hope meets National Objective #1

- **Benefits homeless and low income families with the skills to be better parents**
- **Benefits high-risk families from becoming homeless**
- **Benefits parents whose children are in foster care, reuniting families**
- **Single moms/dads learn life skills needed to stabilize households**
- **Creates safer homes for children because parent(s) have new skills for disciplining**
- **Parents receive education to handle family violence and personal anger management skills**

Which measurable objectives does your program meet?

Doors Of Hope

- **Low income families and their children**
- **No one is denied services**
- **Teen pregnancy**
- **Parents and children reunited**

How will your program meet its goals in one year?

Doors Of Hope will meet or exceed its goals by providing:

- **Bilingual (Spanish/English) advocate available daily for all Hispanic clients**
- **Improved and expand Spanish curriculum**
- **Additional training for bilingual volunteers**

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

Doors Of Hope's financial resources consist of monthly donations from individuals, church congregations and businesses within the community, who are committed to helping families in need. Doors Of Hope receives no other income, except the annual \$1,000 grant from Central California Women's Conference and our annual Baby Bottle Campaign. Doors Of Hope receives in-kind donations throughout the year, keeping our Mommy Store stocked with infant clothing, blankets, shoes, car seats, toys, strollers, etc. We receive infant food and formula from the Madera Food Bank and the Madera Rotary sponsor an annual Diaper Drive, yielding approximately 15,000+ diapers.

No other application for funds other than CDBG have been submitted.

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

Doors Of Hope's annual Baby Bottle Campaign will be applied to this project. The fundraiser consists of baby bottles being distributed to ten-twelve churches, many individuals, groups and businesses within the community. The bottles are filled with coin,

currency and checks, yielding between \$10,000 to \$14,000. Increase in participation will be through Facebook, social media outlets, flyers, weekly church bulletin inserts, booth at local events and personal appearance at churches, and local social clubs.

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

None, the public was not involved in identifying this need.

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

N/A

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

Doors Of Hope makes every effort to serve all that come to the Center. Clients are encouraged to make appointments but walk-ins are welcome and if at all possible worked into the schedule.

Discuss your program's/project's successes.

Doors Of Hope has increased our services from being a crisis pregnancy center to offering parenting and co-parenting, abstinence/STD education, anger management, peer counseling and more to both women and men. Over the past 4 years clients are referred for our services from DSS/CPS, Probation, Family Court Services, local lawyers, police officers and pastors. Single and married women come for pregnancy tests and parenting classes, moms and dads come on their own to learn the skills needed to be better parents to their newborn, toddler and teenagers. Divorced or separated parents attend co-parenting classes, learning how to communicate without conflict. After attending co-parenting classes, two couples reunite as a family and an unmarried couple married. Several of our clients continue coming after completing their mandated classes which is a testimony to the kind of service we provide. Since opening our doors we have served 2810 women, men and thousands of babies, children and older siblings.

Discuss your program's/project's past performance (2011 to 2016).

Doors Of Hope past performance shows only increase in all areas of service.

See attachment #4-5

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

Doors Of Hope will provide new and updated curriculum for client classes which will increase the number of Hispanic clients coming for services. Continue to use data tracking of client's visits and classes completed. Make available additional evidence based training for all staff and volunteers over the course of the year thru onsite instructors, videos or online courses.

COPY

Attachment #1

Additional comment concerning * on "Age" table on page 2.

Our data system allows for entry of number of dependent children each individual client has at home at time of service. It does not allow for ages of those children.

According to data:

2017 number -- 905

2004-2017 -- 3,739

Doors Of Hope's parenting programs education parents of children 0-17, helping entire family not just children 0-5.

Doors Of Hope Board of Director's Roster

Name	Address	Title	# of Years	Occupations
Linda Garner	14282 Road 24 Madera CA 93637	Founder/Chair Executive Director	15 years	Doors Of Hope
Norma Caywood	P.O.Box 791 Madera, CA 93639	Secretary / Prayer Leader	15 years	Automotive Collision Equipment/Office Manager/CFO
Patricia Pisano	18122 Fairfield Drive, Madera CA 93638	Treasurer	15 years	State of California/Office Technician
Monica Waters	1510 Robertson Blvd. Chowchilla CA 93610	Board Member	1 week (was advocate for 4 years)	New Hope Fellowship / Church Admin.

REQUEST FOR SERVICES**DOORS OF HOPE**

Have you previously been seen at Doors of Hope? If yes, please notify receptionist before completing form.

Name _____ Date _____

Please indicate ☒ all you are interested in receiving:**Services (for women & men)**

- ☐ Free Self-Administered Pregnancy Test & Option
Counseling With Peer Counselor
- ☐ Parenting Classes
- ☐ Material Resources (*by referral only*)
- ☐ Abstinence and STI Education
- ☐ Post Abortion Recovery
- ☐ Prayer or Bible Study

Services (for women & men)

- ☐ Abortion Procedural & Risks Education
- ☐ Adoption Information & Referrals
- ☐ Co-Parenting Classes
- ☐ Personal Counseling by Peer Advocate/Mentor

Mandated by DSS/CPS or Family Court:

- ☐ Anger Management Classes
- ☐ Parenting Classes ☐ Co-Parenting Classes

IMPORTANT INFORMATION – PLEASE READ CAREFULLY – INITIAL AFTER EACH STATEMENT

Doors of Hope Center is staffed by volunteers who have received training in client advocacy only. Client Advocates do not have academic degrees in counseling, nor are they licensed by the State of California. The client advocacy provided by Doors of Hope is not intended as a substitute for professional counseling.

Confidentiality: All information you provide will be held in strict confidence EXCEPT in the situations listed below. We are required by California State Law to report knowledge of a client who is:

- ♦ Suicidal or homicidal
- ♦ A minor age 13 or under, reporting sexual activity
- ♦ An abused minor or abusing a minor
- ♦ Client presents a physical danger to self or others
- ♦ A victim of statutory rape
- ♦ Court ordered subpoena to release information

I understand that Doors of Hope Center provides referrals to assist clients and assumes no legal responsibility for services rendered by any other agency, agencies, or physician.

Doors Of Hope offers services and sessions from a faith-bases emphasis, using biblical principles.

Doors of Hope Pregnancy Resource Center is **NOT a medical facility** and no diagnosis of pregnancy will be made. Doors of Hope Pregnancy Resource Center **does NOT perform or refer for abortions or abortifacients (RU486, Morning After pills, etc.)** which includes not providing verification of pregnancy for abortion retention purposes.

To protect your privacy and the privacy of our Client Advocates, any use of electronic recording devices (*such as cell phones*) is not permitted within the DOH PRC facility or during client sessions.

Cell phones are to be turned off upon entering Doors of Hope Pregnancy Resource Center facility.

I UNDERSTAND THE LIMITATIONS OF SERVICES AND WILLFULLY REQUEST HELP AND ASSISTANCE FROM DOORS OF HOPE PCC. I ALSO UNDERSTAND THE NEED FOR PRIVACY AND AGREE THAT I WILL TURN OFF ANY ELECTRONIC RECORDING DEVICES (SUCH AS MY CELL PHONE) DURING MY TIME IN THE DOH FACILITY.

Client Signature _____ **Date** _____

CONFIDENTIAL CLIENT INTAKE FORM

Client:# _____
____/____/____ ID Copy ☐
Advocate: _____

CONTACT INFORMATION (please print clearly)

Have you visited Doors of Hope before? If yes, please notify receptionist before filling out this form.

Name _____
First Last

(____) _____ OK to call: _____ OK to text _____ OK to leave message _____
Phone Number

_____ OK to contact by mail _____
Street Address City, State Zip Code

_____ OK to contact by e-mail _____ Do not contact _____
Email Address

DEMOGRAPHIC INFORMATION

Date Of Birth ____/____/____ Current Age _____

This information is for statistical purposes only. Please read and check ☒ one for each of the following:

ETHNIC BACKGROUND/RACE: ☐ African American ☐ Asian/Pacific ☐ Caucasian
☐ East Indian ☐ Hispanic/Latin American ☐ Native American ☐ Other _____

MARITAL STATUS: Are you legally Married? ☐ Yes ☐ No
☐ Committed relationship ☐ Single ☐ Engaged ☐ Widowed ☐ Separated ☐ Divorced

LIVING ARRANGEMENTS: I Live with:
☐ Cohabiting ☐ My boyfriend ☐ My husband ☐ Alone or with my children ☐ Both parents
☐ My father ☐ My mother ☐ Relatives ☐ Roommate(s) ☐ In a shelter ☐ Homeless

EDUCATION – ARE YOU CURRENTLY A STUDENT?
☐ No ☐ Yes: ☐ Middle School ☐ High School ☐ College ☐ Trade School

SOURCE OF INCOME:
☐ None ☐ Employment ☐ Unemployment ☐ TANF/SSI ☐ Dependent ☐ 0\$/Not Dependent ☐ Child Support
Income level: ☐ \$0-\$14,000 ☐ \$15-\$29,000 ☐ \$30-\$44,000 ☐ \$45-\$59,000 ☐ \$60,000+

HOW DID YOU HEAR ABOUT DOORS OF HOPE?
☐ Sign ☐ Friend/Relative ☐ Church/Pastor ☐ Yellow Pages ☐ Internet ☐ Other _____

RELIGIOUS INFORMATION

Do you have a religious preference? ☐ Atheist ☐ Catholic ☐ Jehovah Witness ☐ Jewish
☐ Mormon ☐ Muslim ☐ None ☐ Protestant ☐ Other _____

Do you attend a church or place of worship? ☐ Yes ☐ No If yes, Where? _____

How often do you attend? ☐ Regularly ☐ Occasionally ☐ Never

Who do you consider Jesus to be? _____

The staff and volunteers at Doors of Hope PRC frequently pray for our clients. how can we pray for you?

GYNECOLOGICAL HISTORY

How old were you when you became sexually active? _____

Are you currently using anything to prevent pregnancy? ☐ Yes ☐ No

If yes, what type? _____ How long? _____

When was the first day of last period? ____/____/____ Are your periods regular? ☐ Yes ☐ No

If regular, what is the length of your cycle? _____ (i.e., days between each period)

Symptoms of possible pregnancy: _____

Do you use alcohol? ☐ Yes ☐ No Are you a cigarette smoker? ☐ Yes ☐ No

Have you ever been tested for sexually transmitted diseases (STD's)? ☐ Yes ☐ No

Do you currently have an STD? ☐ Yes ☐ No If yes, please check ☒ all that apply:

☐ AIDS/HIV ☐ Chlamydia ☐ Genital Herpes ☐ Gonorrhea ☐ Hepatitis B ☐ HPV ☐ Syphilis
☐ Trichomonas ☐ Vaginosis ☐ Other _____

Are you concerned about being exposed to an STD? ☐ Yes ☐ No

Would you be interested in information concerning STD testing? ☐ Yes ☐ No

PREGNANCY HISTORY

Previous pregnancies carried to term _____

Previous pregnancies ending in miscarriage _____

Previous pregnancies ending in abortion _____

Total number of previous pregnancies _____

Please write children's names and ages.

Of those pregnancies ending in abortion, did you experience any of these physical side effects?

☐ Cervical damage ☐ Hemorrhage ☐ Infection ☐ Infertility ☐ N/A ☐ None
☐ Repeated miscarriage ☐ Ruptured uterus ☐ Scarred endometrium ☐ Other _____

Since your abortion(s), have you experienced any of these emotional side effects? ☐ N/A

☐ Alcohol abuse ☐ Anniversary Syndrome ☐ Changed attitude towards children ☐ Changed attitude towards God
☐ Depression ☐ Drug use ☐ Eating disorders ☐ Flashbacks ☐ None ☐ Relationship problems
☐ Sensitivity to sound ☐ Suicidal thoughts ☐ Uncontrollable crying ☐ Other _____

How do you feel about your previous abortion decision(s) ☐ Good decision ☐ Have had counseling

☐ Prefer not to answer ☐ Regret it ☐ Unresolved

Are you interested in participating in Post Abortion Recovery? ☐ N/A ☐ Yes ☐ No

RELATIONSHIP INFORMATION

Did you want to become pregnant at this time? ☐ Yes ☐ No

What are your thoughts on abortion? _____

If you're pregnant, what are your intentions? ☐ Abort ☐ Adoption ☐ Carry & Parent ☐ Undecided

Child's father's name: _____ Age: ____ What is his relationship to you? ☐ Live in Partner

☐ Acquaintance ☐ Boyfriend ☐ Friend ☐ Husband ☐ Other _____

Do you have any plans or hopes for a future with him? ☐ Yes ☐ No ☐ Unsure

Does the father know of your pregnancy? ☐ Yes ☐ No

If you're pregnant, will the baby's father be involved in the pregnancy decision? ☐ Yes ☐ No

Are you a victim of abuse? ☐ Yes ☐ No If yes, what type? _____

Client's Signature * _____ Date _____

3

 Client: # _____
 ____/____/____ ID Copy ☐
 Advocate: _____

EXIT FORM
FORMA DE SALIDA
Doors of Hope Pregnancy Resource Center

Please take a moment to help Doors of Hope Pregnancy Resource Center enhance its service to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Pregnancy Resource Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name _____ Nombre _____		Circle One Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? ¿Le pareció nuestro representante interesado y sensible a usted y a sus necesidades?		Yes/Sí	No
2. Were the Center's services helpful to you? ¿Fueron los servicios del centro útil?		Yes/Sí	No
3. Were you provided information and/or materials regarding your needs or situation? ¿Se le dio información y materiales sobre sus necesidades o situación?		Yes/Sí	No
4. Did you feel free to talk about personal issues? ¿Se sintió libre para hablar de asuntos personales?		Yes/Sí	No
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?		Yes/Sí	No
Comments, suggestions, or prayer requests: Comentarios, sugerencias o peticiones:			
Client's Signature _____ Date _____ Firma de Cliente _____ Fecha _____			

FOR OFFICE USE ONLY **USO DE OFICINA SOLAMENTE**

Seen by _____

On ____/____/____

Doors of Hope Pregnancy Resource Center
500 E. Almond Ave., Suite 5A
Madera, CA 93637


CONFIDENTIAL CLIENT INTAKE FORM (For Men)

Date: ___/___/18 ID Copy: ___

Advocate: _____

Client # _____

CONTACT INFORMATION (please print clearly)

Have you visited Doors of Hope before? If yes, please notify receptionist before filling out this form.

Name _____
First Last

Street Address City, State Zip Code OK to contact by mail _____

() OK to contact by phone: _____ OK to text: _____ OK to leave message _____
Phone Number

Email Address OK to contact by e-mail _____ Do not Contact _____

DEMOGRAPHIC INFORMATION

Date Of Birth ___/___/___ Current Age _____

This information is for statistical purposes only. Please read and check ☒ one for each of the following:

ETHNIC BACKGROUND/RACE: ☐ African American ☐ Asian/Pacific ☐ Caucasian ☐ East Indian
☐ Hispanic/Latin American ☐ Native American ☐ Other _____

MARITAL STATUS: Are you Legally Married? ☐ Yes ☐ No
☐ Cohabiting ☐ Single ☐ Married ☐ Engaged ☐ Widowed ☐ Separated ☐ Divorced

LIVING ARRANGEMENTS: I Live with:

☐ My wife ☐ My wife/girlfriend and children ☐ Both parents ☐ My father ☐ My mother
☐ Relatives ☐ My children only ☐ My girlfriend ☐ Roommate(s) ☐ In a shelter ☐ Homeless

EDUCATION – Are you currently a student? ☐ No ☐ Yes: ☐ Middle School ☐ High School ☐ College ☐ Trade School

SOURCE OF INCOME:

☐ None ☐ Employment ☐ Unemployment ☐ TANF/SSI ☐ Dependent ☐ 0\$/Not Dependent ☐ Child Support
Income level: ☐ \$0-\$14,000 ☐ \$15-\$29,000 ☐ \$30-\$44,000 ☐ \$45-\$59,000 ☐ \$60,000+

HOW DID YOU HEAR ABOUT DOORS OF HOPE?

☐ Sign ☐ Friend/Relative ☐ Church/Pastor ☐ Yellow Pages ☐ Internet ☐ Other _____

RELIGIOUS INFORMATION

Do you have a religious preference? ☐ Atheist ☐ Catholic ☐ Jehovah Witness ☐ Jewish
☐ Mormon ☐ Muslim ☐ None ☐ Christian (Protestant) ☐ Other _____

Do you attend a church or place of worship? ☐ Yes ☐ No If yes, Where? _____

How often do you attend? ☐ Regularly ☐ Occasionally ☐ Never

Who do you consider Jesus to be? _____

The staff and volunteers of Doors of Hope PRC frequently pray for our clients, how can we pray for you?

Client Signature _____ Date _____

2011 - 2016

Center Statistics

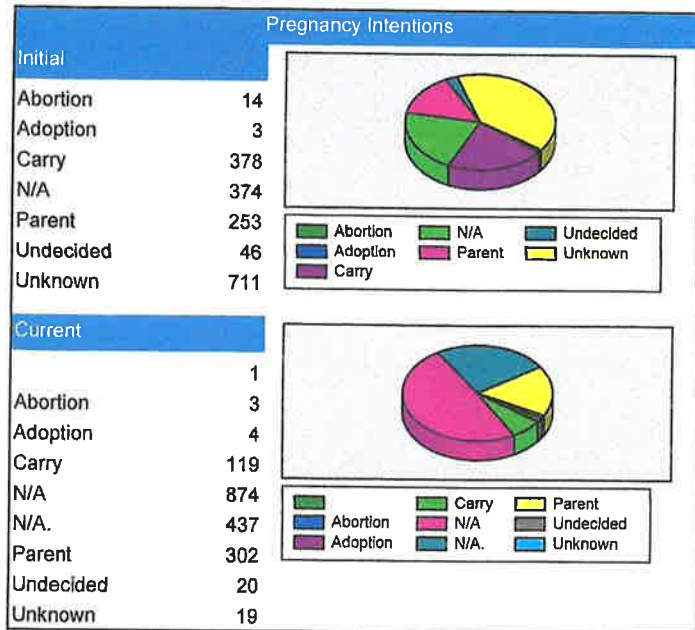
For Jan 1 2011 through Dec 31 2016

Date: 4/12/2018 10:00 34 PM

Total DISTINCT Clients Served: 1637

Total VISITS: 10872

Main Center



Pregnancy Tests

POSITIVE:	510
NEGATIVE:	284
INCONCLUSIVE:	59
PENDING:	0

Ultrasound

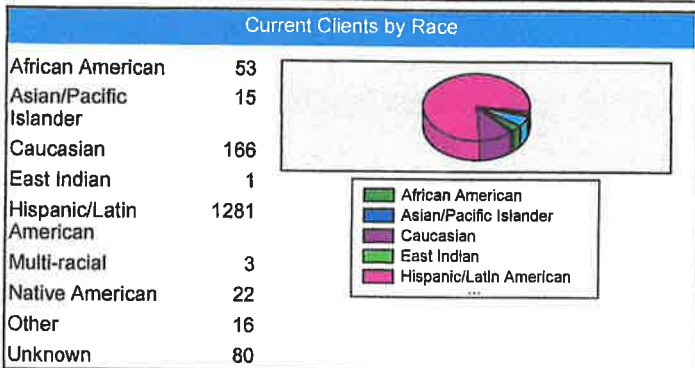
Total Performed:	22
At-risk Clients:	1
Changed Minds*:	0
*Abortion or Undecided before ultrasound, Parent or Adopt after Ultrasound	

Current Clients by Age

14 and under	16
15 to 19	290
20 to 24	407
25 to 29	326
30 to 34	286
35 and older	262
Age unknown	50

Gospel Sharing

Spiritual Discussions	8379
Gospel Shared with Clients	337
Client new Believers	204
Client rededications	18
Shared with Family	46
Family new Believers	27
Family rededications	4



Pre-Visit Spiritual Status

Already a believer	2771
Made a new profession of faith	14
Not a believer	1986
Rededicated life to Christ	2
Unsure	2095
Total:	6868

2017

Center Statistics

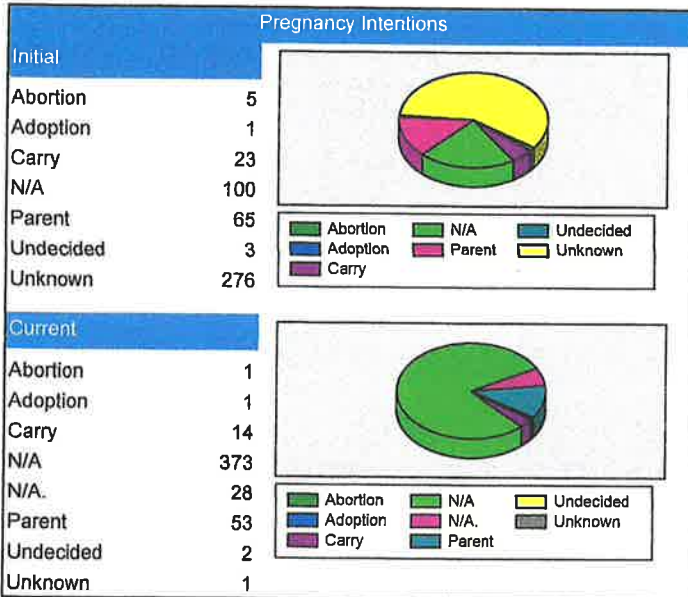
For Jan 1 2017 through Dec 31 2017

Date: 4/10/2018 9:00:28 PM

Total DISTINCT Clients Served: 469

Total VISITS: 2873

Main Center



Pregnancy Tests

POSITIVE:	55
NEGATIVE:	20
INCONCLUSIVE:	7
PENDING:	0

Ultrasound

Total Performed:	1
At-risk Clients:	0
Changed Minds*:	0

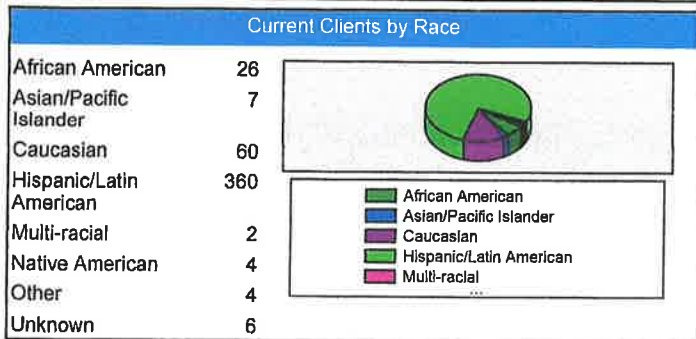
*Abortion or Undecided before ultrasound, Parent or Adopt after Ultrasound

Current Clients by Age

14 and under	4
15 to 19	37
20 to 24	77
25 to 29	113
30 to 34	107
35 and older	124
Age unknown	7

Gospel Sharing

Spiritual Discussions	2397
Gospel Shared with Clients	6
Client new Believers	39
Client rededications	8
Shared with Family	0
Family new Believers	0
Family rededications	0



Pre-Visit Spiritual Status

Already a believer	633
Made a new profession of faith	30
Not a believer	716
Rededicated life to Christ	2
Unsure	1298
Total:	2679

2004 - 2017

Center Statistics

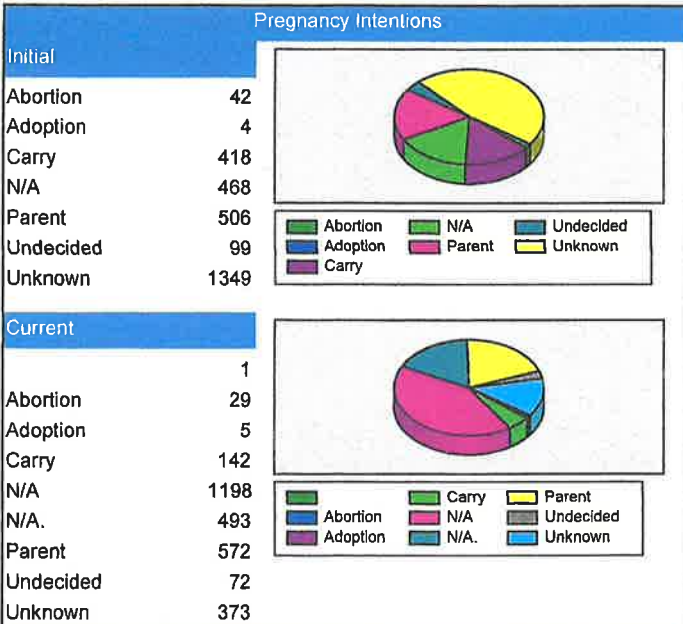
For Jan 1 2004 through Dec 31 2017

Date: 4/10/2018 9:02:12 PM

Total DISTINCT Clients Served: 2645

Total VISITS: 16855

Main Center



Pregnancy Tests

POSITIVE:	786
NEGATIVE:	638
INCONCLUSIVE:	77
PENDING:	0

Ultrasound

Total Performed:	23
At-risk Clients:	1
Changed Minds*:	0

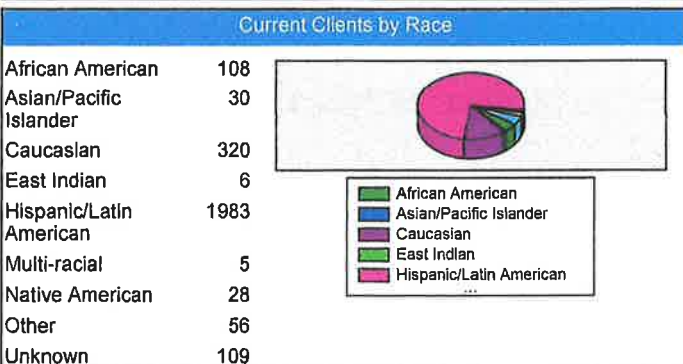
*Abortion or Undecided before ultrasound, Parent or Adopt after Ultrasound

Current Clients by Age

14 and under	44
15 to 19	527
20 to 24	618
25 to 29	503
30 to 34	427
35 and older	429
Age unknown	98

Gospel Sharing

Spiritual Discussions	11339
Gospel Shared with Clients	419
Client new Believers	259
Client rededications	38
Shared with Family	56
Family new Believers	29
Family rededications	4



Pre-Visit Spiritual Status

Already a believer	3613
Made a new profession of faith	44
Not a believer	2772
Rededicated life to Christ	4
Unsure	3475
Total:	9908

Center Overview

Attachment #5

Visits Between 1/1/2011 and 12/31/2016

Title	Count	Percent
-------	-------	---------

Clients

Total

Distinct Clients	<u>1637</u>
New Clients	<u>1394</u>
Repeat Clients	<u>243</u>
All Client Visits	<u>10872</u>
Female Clients	<u>1411</u>
Male Clients	<u>189</u>
Unknown Clients	<u>37</u>

Pregnancy Tests

All Tests

Total	<u>852</u>
-------	------------

Initial Assessment

Abortion Minded	<u>18</u>	2.1%
Abortion-Vulnerable	<u>63</u>	7.4%
Likely to Carry	<u>480</u>	56.3%
Not Obtained	<u>290</u>	34.0%
Unknown	<u>1</u>	0.1%

Positive

Total Positive	<u>236</u>
Assessed Abortion-Vulnerable, Current Intentions Now: Baby born: full term	<u>2</u>
Assessed Likely to Carry, Current Intentions Now: Baby born: full term	<u>36</u>
Assessed Not Obtained, Current Intentions Now: Baby born: full term	<u>16</u>
Assessed Not Obtained, Current Intentions Now: Baby born: multiple births	<u>1</u>
Assessed Abortion-Vulnerable, Current Intentions Now: Baby born: premature	<u>1</u>
Assessed Likely to Carry, Current Intentions Now: Baby born: premature	<u>3</u>
Assessed Not Obtained, Current Intentions Now: Baby born: premature	<u>1</u>
Assessed Abortion-Vulnerable, Current Intentions Now: Carry	<u>2</u>
Assessed Likely to Carry, Current Intentions Now: Carry	<u>19</u>
Assessed Not Obtained, Current Intentions Now: Carry	<u>6</u>
Assessed Likely to Carry, Current Intentions Now: Miscarried	<u>1</u>
Assessed Abortion Minded, Current Intentions Now: N/A	<u>2</u>
Assessed Abortion-Vulnerable, Current Intentions Now: N/A	<u>1</u>
Assessed Likely to Carry, Current Intentions Now: N/A	<u>9</u>

Center Overview

Visits Between 1/1/2011 and 12/31/2016

Title	Count	Percent
Age of Clients (as of CASE INITIATED DATE)		
Under 15	<u>16</u>	1.0%
15-19	<u>290</u>	17.7%
20-24	<u>407</u>	24.9%
25-29	<u>326</u>	19.9%
30+	<u>548</u>	33.5%
Unknown Age	<u>50</u>	3.1%
Ethnic Makeup		
African American	<u>53</u>	3.2%
Asian/Pacific Islander	<u>15</u>	0.9%
Caucasian	<u>166</u>	10.1%
East Indian	<u>1</u>	0.1%
Hispanic/Latin American	<u>1281</u>	78.3%
Multi-racial	<u>3</u>	0.2%
Native American	<u>22</u>	1.3%
Other	<u>16</u>	1.0%
Unknown	<u>80</u>	4.9%
Marital Status		
Cohabiting	<u>128</u>	7.8%
Divorced	<u>56</u>	3.4%
Engaged	<u>89</u>	5.4%
Married	<u>475</u>	29.0%
Separated	<u>68</u>	4.2%
Single	<u>722</u>	44.1%
Unknown	<u>92</u>	5.6%
Widowed	<u>7</u>	0.4%
Geographic Location By County		
Chowchilla	<u>5</u>	0.3%
Fresno	<u>22</u>	1.3%
Madera	<u>1377</u>	84.1%
Merced	<u>3</u>	0.2%
Other	<u>6</u>	0.4%
Unknown	<u>224</u>	13.7%



CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
<p>1. Indicate the total number of potential clients in the community who require your services.</p> <p>There were 20,200 students enrolled at the end of 2014 with 56% reporting Hispanic or Latino. From 2009 to 2013 there has been an increase of 3.9% of student enrollment. With the population in Madera growing every year, this indicates an increase in opportunity for more potential clients. https://ballotpedia.org/Madera_Unified_School_District,_California#Enrollment</p>	11,300	
<p>2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).</p> <p>The after school program consist of 40 weeks that will be divided into 4 workshops and will begin August of this year and May of the following school year.</p>	75	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

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

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

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

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

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

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

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Board meeting are held on the last Thursday of every month at 10:30 am.

What was the average number of Board members attending meetings last year? 5

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

3 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: October 28th, 2013

IRS Employer Number: 45-5640209

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

FINANCIAL:

How often are financial records audited, and by whom? Currently there are no audit requirements from Wells Fargo. The audit for financial records is conducted by our hired accountant.

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

If so, for how much? \$2,000,000.00

List any judgments or pending lawsuits against the agency or program: N/A

List any outstanding obligations: N/A

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

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

By the end of 2017, Madera, CA had an Unemployment rate of 9.4%. It is higher than the state and national averages, 4.6% and 7.9% respectively (<https://www.homefacts.com/zip-code/California/Madera-County/Madera/93638.html#unemployment>). This is a trend that cannot continue if Madera plans on growing and taking its place in California among all the other profitable cities and towns. Pequeños Empresarios proposes to take an aggressive plan that will prepare young children to become entrepreneurs and professional individuals in their adult life. This goal will be achieved by mentoring these children to become successful business individuals that will have a positive impact in reducing poverty levels in our community.

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

Madera Adult School, State Center Community College District, and Timberline Education Center, LLC are all educational facilities in Madera, CA that are charged with educating the masses to make Madera profitable.

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

Most programs are for adults. Our program starts the education early. Our future entrepreneurs get a positive, unequal start on the business unlike any other. Unlike the adult programs, our children do not have a lifetime of bad habits to break. Our program will teach proper habits and skills needed to succeed not only in the business world, but in life as well.

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

Children are provided with a questionnaire to analyze their skills. During the course, children receive one-on-one sessions to measure course progress. Through personal testimonials, children are able to validate the impact of the program and describe the impact it has created in their lives. A survey is provided to the children after completing a course to measure its success. **(See attached)**

Which National Objective does your program meet?

participants involved it is evident that the community understands the impact this program has in the children's future. **(See attached)**

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

Currently, the \$15,000.00 grant from Wells Fargo is allocated 50/50 for the cities of Madera, CA and Fresno, CA. Our request for CDBG funds will be dedicated to serve children residing within the city of Madera, CA. The program has also received a grant for \$38,500.00 from Livingston Union School District to be used within their community.

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

Children are selected on a first come first serve basis. Our priority is to serve those families that fall into the low-income bracket but of course will consider other applicants if there are available slots remaining.

Discuss your program's/project's successes.

In our program, these children are taught finances, good values, the importance of entrepreneurship, self-development, leadership, etiquette and nutrition, etc. Children who have graduated from our program, have developed a notorious increment in self-esteem and self-confidence, have bettered their understanding of methods to care for our planet, have achieved better grades at school, bettered family and inspirational relationships among others. We have received a numerous amount of letters from parents stating the improvements they have seen in their children's lives.

Discuss your program's/project's past performance (2011 to 2016)

Up to date, over 600 children have graduated from the program in the course of the last 7 years and we are looking to expanding in the coming years to duplicate these numbers.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

No other after school programs were found in or around our community that teach the skills our program offers to prepare the children for "real life" experiences. We have done research online and within the community and found that the only other program similar to what we offer and teach, is the Boys & Girls Scouts which quite different from how we conduct our program. There will be research that will be documented in order to modify the program with changes that occur in our ecosystem to make sure we provide up to date, one of a kind experience to the children.



EMPRESARIOS

Nombre: _____ Fecha: _____

Cuestionario de inicio cuanto sabes de valores

Marca la respuesta que creas correcta

Donde debemos practicar los valores?

En la escuela ☐

En todas partes ☐

Respeto es llegar a un lugar

Saludar ☐

Discutir ☐

Que es bullying?

Pelear y burlarse ☐

Abrazar y compartir ☐

Que es la confianza?

Dudar de las personas ☐

Es la seguridad que te brinda el otro ☐

Que es la generosidad?

No compartir ☐

Dar sin esperar nada a cambio ☐

Que es solidaridad?

Apoyo que se le brinda a otro ☐

Ignorar a las personas ☐

Escribe los valores que conozcas: _____

pequeños

EMPRESARIOS

Nombre: _____ Fecha: _____

Examen de valores

Marca la respuesta que creas correcta

Donde debemos practicar los valores?

En la escuela ☐

En todas partes ☐

Respeto es llegar a un lugar

Saludar ☐

Discutir ☐

Que es bullying?

Pelear y burlarse ☐

Abrazar y compartir ☐

Que es la confianza?

Dudar de las personas ☐

Es la seguridad que te brinda el otro ☐

Que es la generosidad?

No compartir ☐

Dar sin esperar nada a cambio ☐

Que es solidaridad?

Apoyo que se le brinda a otro ☐

Ignorar a las personas ☐

Escribe los valores _____



Pequeños Empesarios Inc. 414 Elm Street Madera, CA 93638 Phone 559.718.4801 Tax ID 45-5640209

OFFICERS

02/07/18

Leonor Hipólito
President

Andrés Zamora

Jaime Olibas
Vice-President

District Superintendent
Livingston Union School District

María Vargas
Treasurer

Karla Hurtado
Director

We appreciate the trust placed in our organization by requesting our services to give our workshops for children. Based on the conversations we have had to understand your needs regarding our workshops, we allow you to present our proposal of professional services.

Michael Rodríguez
Director

Our Mission

To help educate elementary-school-aged children through various workshops in Spanish that will strengthen and improve their social and family bonds, while learning a second language. Our playful approach allows kids to develop their self-esteem and learn about finance, good manners and environmental awareness, thus, preparing them to find their own place in their family and community.

Our Workshops

Leadership and Values

Objectives: Through different games, teach the children to be respectful, responsible, unselfish and committed to themselves and others. Help them to find their own place in their family setting and get them to explore the true value of friendship inside a peaceful environment. Allowing them to discover their leadership skills, focusing on their goals with a positive mental attitude and developing individual and team working habits.

POA ENDS

EMPRESARIOS



Manners and Nutrition

Objectives: Teach the children about manners and their use in every setting and instruct them about the importance of greeting and saying please and thank you. Emphasize to them the importance of table etiquette such as order and hygiene. Educate them about the benefits of a healthy nutrition so they can have a proper diet and daily exercise routine.

Results: The participants will have learned the correct way to carry a healthy diet, as well as the benefits it offers them. Their self-esteem will be increased thanks to the security they have acquired in their elegant and polite behavior when eating, as well as their respectful and cordial treatment towards others.

Programming:

Each workshop is taught in 25 hours, the four workshops get a total of 100 hours.

Budget:

- The cost of each 25-hour follow-up workshop is \$18,500. This figure includes:
- Certified teacher's fees, with specialized knowledge for each workshop.
- Fees for 5 teacher's assistants.
- Purchase of materials for 50 children participating in the workshop.
- Purchase of prices for 50 children participating in the workshop.
- The total cost for the 4 100-hour workshops is \$74,000.

Special proposal for Livingston Union School District \$38,500.

Imparting the four workshops for 50 children in 20 days, four hours per day with a total of 80 hours plus 10-hour for workshops for parents, total 90 hours. This proposal is made Special for Livingston Union School District for an amount of \$38,500.

POVUEÑOS

EMPRESARIOS

Cuestionario

Círcule lo que corresponda Nombre _____ Fecha _____

Eres víctima?

Sí

No

Eres responsable?

Sí

No

Cuántas reglas tenemos en la clase?

15

10

Cuántos boletos recibe un gerente de banco?

10

20

Como debemos dejar el salón de clases?

Ordenado

desordenado

Donde debes poner tu cartulina de metas?

Guardada

pegada en la pared

Cuántos boletos pierdo por no poner atención?

2

5

Cuántos empresarios tenemos a la semana?

5

3

Como voy a lograr mis metas?

Negativa/o

positiva/o

Que debe hacer mi papa para que yo siga en el programa? Asistir a las juntas

Contrato de vida

Quien tú eres?

Yo soy un niño líder



EMPRESARIOS

Formulario de Inscripción

Contacto de Emergencia

Nombre: _____
Teléfono: _____
Relación: _____

Nombre del Padre o Tutor: _____

Apellido (s) _____

Nombre _____

Segundo nombre _____

F. Nacimiento _____

Nombre de La Madre: _____

Apellido (s) _____

Nombre _____

Segundo nombre _____

F. Nacimiento _____

Dirección: _____

Casa _____

Calle _____

#Dto. _____

Ciudad _____

Estado _____

C. Postal _____

Forma de comunicación preferente: (circule) Correo Texto Llamada

Teléfono Celular: _____

Teléfono Casa: _____

Correo Electrónico: _____

Marque lo que corresponda:

Grupo Étnico: Blanco ☐ Hispano ☐ Asiático ☐ Negro ☐

Lenguaje: Inglés ☐ Español ☐ Vietnamita ☐ Hmong ☐

Estado civil: Casado / Soltero / Divorciado

Numero de dependientes: _____

Circule lo que corresponda:

Ingreso Anual Hasta ☐ \$0 - \$7,500

☐ \$7,500 - 15,000

☐ \$15,000 - \$50,000

☐ \$50,000 - \$100,000

Información Del Niño:

Primer Nombre _____

Segundo Nombre _____

Apellido _____

F. Nacimiento _____

Escuela _____

Grado _____

Sabe Hablar español: (si) (no)

Sabe Leer y escribir español: (si) (no)

Acepto que he leído y contestado con la verdad

Firma: _____

Fecha: _____

Pequeños Empresarios has secured a partnership with MLK Middle School and Sierra Vista Elementary School, both part of Madera Unified School District, which offers in-kind meeting space for our program. We are currently also experiencing a demand for the expansion of our program given its success. In just the last year, Pequeños Empresarios engaged 50 children and 50 parents. Among our participants: 1) 70% opened a savings account for the first time; 2) 85% of children increased their knowledge in financial matters, as evidenced by a pre and post-test that covered key financial concepts; and 3) students raised \$50 through their own business ideas, the money which went toward opening their savings accounts.

RECEIVED
4-12-18
4:55 pm

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	7,000	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	500	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
						20	100	380
GENDER	Female	350						
	Male	150						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	350
Not-Hispanic or Latino	150
Racial Categories*	
American Indian or Alaska Native	6
Asian	0
Black or African American	30
Native Hawaiian or Other Pacific Islander	2
White	120
Other	342

***Definitions of these categories may be found on the next page.**

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT	
CITY	87,687	
UNITED WAY	0	
STATE (SPECIFY)	0	
FEDERAL (FMAAA)	34,195	
SERVICE FEES	0	
FUND RAISING	4,500	
DONATIONS	3,500	
RESERVE/CONTINGENCY	0	
OTHER (CDBG)	107,454	
TOTAL INCOME	237,336	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	128,743
BENEFITS	0150	61,530
SERVICES & SUPPLIES		16,470
INSURANCE	0200	325
COMMUNICATIONS	0250	3,700
CONSULTANT SERVICES	0300	1,000
OFFICE EXPENSE	0350	700
OFFICE RENTAL	0400	0
EQUIPMENT RENTAL	0450	0
UTILITIES	0500	1,400
TRAVEL (ADMIN.)	0550	0
FOOD SUPPLIES	0600	2,000
CONTRACTS	0650	15,000
TRANSPORTATION	0700	3,968
FUND RAISING	0750	2,500
TOTAL		237,336

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Madera City Council meets twice per month; the first and third Wednesday of each month. In the event a regularly scheduled meeting lands on a holiday, the Council meets the following business day.

What was the average number of Board members attending meetings last year?
The average number of members at meetings is seven (7).

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

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-6000365

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

Andrew J. Medellin, Mayor, Mayor term expires December 2020, self-employed, 7 years service
CeCe Foley Gallegos, Council Member term expires December 2018; District 1, teacher, 2 years service

Jose Rodriquez, Mayor Pro-Term ending December 2018, Council Member term expires December 2020; District 2, self-employed, 2 years

William Oliver, Council Member term expires December 2018; District 3, Business Support Manager, 3-1/2 years

Derek O. Robinson Sr., Council Member term expires December 2020; District 4, retired,
Charles F. Rigby, Council Member term expires December 2018; District 5, youth pastor, 6 years
Donald E. Holley, Council Member term expires December 2020; District 6, retired, 6 years

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

Madera City Hall
205 W. 4th Street
Madera, CA 93637
(559) 661-5409

FINANCIAL:

How often are financial records audited, and by whom?

Senior Service budgets are tracked regularly by staff. Internal Parks & Community Service Department practice is to review budgets on a quarterly basis. The Senior Program is subject to being audited twice annually. Separate audits occur by the Fresno Madera Agency on Aging and by Price Paige and Company; they can be reached at (559) 299-9540, fax (559) 299-2344 or website www.ppcpas.com.

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

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

List any judgments or pending lawsuits against the agency or program: None

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of N/A do hereby resolve that on 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: _____, 2018

AGENCY NAME: City of Madera – Parks & Community Services

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

TELEPHONE: (559) 661-5495

By: _____
Mayor, City of Madera

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

By:  _____
Director, Parks and Community Services Department

RETURN THIS ORIGINAL TO:

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

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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

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

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

The City of Madera's Parks & Community Services (PCS) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas as a result of aggressive CDBG goals, an improved marketing & program plan as well as an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service levels to Madera's seniors.

Parks & Community Services employees manage senior services and programs at two congregate sites in addition to providing home-bound meal deliveries (Meals on Wheels) throughout the City. Staff is seeking Community Development Block Grant (CDBG) resources in the amount of \$107,454 to support staffing, supplies and associated programming costs for our suite of senior activities which are located in Madera's disadvantaged neighborhoods at the Frank Bergon Senior Center and the Pan American Community Center.

The requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

- 1. Senior Meal Program** – The City of Madera provides a nutritious and balanced meal five days per week throughout the year, excluding holidays at our two senior sites. The Meals on Wheels program delivers 7 nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors. When resources are available from another funding source, Fresno Madera Agency on Aging (FMAAA), additional snacks and/or shelf stable meal packages are also provided.
- 2. Wellness and Nutrition Programs** – Fitness programs offered throughout the week could include Tai-Chi, aerobics, Yoga, walking, Zumba, balance & stretching and others. Nutritional healthy food education/classes are provided on a regular basis. Presentations on enhancing wellness, improving healthy living, managing depression, and safety at home are given regularly.
- 3. Recreation and Educational Programs** – The City augments its daily service for seniors with a variety of recreation and educational programs that includes discussions on senior fraud/scams led by local law enforcement, technology related programs, arts & crafts, ceramic classes, social dances, karaoke, and a wide variety of local excursions and regional trips.

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

The City of Madera is the only agency within the City that provides seniors with home delivered and congregate meal services and the variety of programs within the city limits that the City's Parks and Community Services Department offers.

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

Not applicable.

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

Goal #1: The City will implement new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier life style.

Objective #1: The City will provide regional excursions that expose seniors to art galleries, special cultural events, garden exhibits, farmer's markets, and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.

Objective #2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.

Goal #2: The City will implement new wellness and recreation programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.

Objective #1: The City will provide wellness presentations and programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem.

Objective #2: The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.

The City of Madera's Senior Service Programs have a system of checks and balances to ensure efficiencies, goal achievement and quality service. In addition to regular site visits, staff observation, employee evaluations, and program audits, we distribute and collect regular customer satisfaction surveys. The data collected from these surveys is compiled, analyzed and used as a means to grow and improve service. (See attached employee evaluation, visitation check-list, and customer satisfaction service survey.)

Which National Objective does your program meet?

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

Which measurable objectives does your program meet?

Objective #1: The program areas listed above will each achieve at least a 10% increase in unduplicated clients over the grant period.

Objective #2: The program areas listed above will each achieve at least a 10% increase in duplicated services provided over the grant period.

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

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

How will your program meet its goals in one year?

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

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

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

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

Voluntary donations for the current fiscal year are projected to be shy of \$3,500. These voluntary contributions have declined significantly over the last several years and have not recovered in step with the economic recovery. City staff project \$8,000 in fundraising revenues for the upcoming fiscal year. The City's General Fund available to the Parks and Community Services Department has also decreased in step with the economic down-turn and has not recovered during the current up-turn.. This reduction has impacted the service delivery plan for senior programs, while CDBG and FMAAA grant awards make continued programming possible.

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

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

The City of Madera has also hosted community meetings to seek feedback from seniors on the allocation of resources. Staff continues the practice of including participant feedback in program development. This occurs through formal evaluations and surveys as well as more

casual conversation between staff and program participants. Valuable input from seniors continues to influence the provision of services. Seniors identified various areas of interest; the top three areas of requested change in the last survey are:

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

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

The City does not offer service outside the City limits.

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

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

Discuss your program's/project's successes.

The City offers programs benefitting many of Madera's seniors. Without the City's senior programs, many program participants would live in isolation without the guarantee of consuming at least one nutritious meal each day. The recreation and fitness component provides the opportunity for the senior to have social interaction, engagement, improved vitality and overall increased wellness. Our participants describe our senior programs as their home away from home and a reason to get up each morning, thus helping them with their overall mental health. Our services are nutritional, educational, and sometimes the only social connection a senior may have each day.

Discuss your program's/project's past performance (2011 to 2016).

The suite of programs provided by the City to seniors through CDBG resources has consistently met program goals and objectives in the 2011 to 2016 time frame. The availability of CDBG funding has aided the City in providing tens of thousands of individual interactions with the community's senior citizens; be it providing a hot meal, an opportunity to dance or exercise, a sympathetic listening ear, or a referral to an outside service group or agency. Over the past five years, the City has provided a core of essential services such as the meal program and wellness activities; but at the same time, in consideration of requests from the client population, new activities and programs have been introduced. The City has always been cognizant of increasing its outreach to help underserved individuals in the community and CDBG resources have been leveraged year-over-year to increase both duplicated and unduplicated program participants.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

New services are highlighted in the Parks & Community Services Activity Guide published twice yearly both in print and online versions. Intra-departmental weekly updates include a program attendance component. Any periodic reporting to internal or external CDBG program monitors will include documentation of new programs and attendance figures.

PAC
26 ppl

City of Madera
Senior Program Survey
March 2018

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. I come to the Senior Center primarily for the?
- a) Socialization 4
 - b) Nutritious Meal 3
 - c) Recreation Programs (i.e., dances, bingo, trips, exercise, computers, etc.)
 - d) All of the above 19
2. How often do you visit the Senior Center?
- a) Once a week 3
 - b) 2 to 3 times a week 6
 - c) 4 to 5 times a week 17
3. Please rate senior program staff (Only circle one)?
- a) Excellent 18
 - b) Satisfied 5
 - c) Needs Improvement 0
 - d) Poor If Poor, Why? Susan is great = 1 Staff is great = 2
Susan a raise = 1
4. Please rate the senior program meals (Only circle one).
- a) Excellent 17
 - b) Satisfied 5
 - c) Needs Improvement 4
 - d) Poor 0 If Poor, Why? _____
5. Please rate the senior recreation programs (Only circle one).
- a) Excellent 16
 - b) Satisfied 5
 - c) Needs Improvement 5
 - d) Poor If Poor, Why? _____
6. Have you taken advantage of the senior trips offered?
- a) Yes 14
 - b) No 12 If No, Why? Too old = 2 No Money = 4 No Time = 1
Don't like to travel = 1
7. Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?
- Crafts = 2 More Karaoke = 2 More Potlucks = 1
Movies = 3 Free Trips = 1
8. What is your age? (Circle One)
- | 50-60yrs | 60-70yrs | 70-80yrs | 80-90yrs | 90yrs+ |
|----------|----------|----------|----------|--------|
| 0 | 14 | 9 | 1 | 1 |

City of Madera
Senior Program Survey

March 2018

PAC
26 ppl

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. I come to the Senior Center primarily for the?
 - a) Socialization 4
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2. How often do you visit the Senior Center?
 - a) Once a week 3
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 - c) 4 to 5 times a week 17
3. Please rate senior program staff (Only circle one)?
 - a) Excellent 18
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 - d) Poor If Poor, Why? _____
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 - a) Yes 14
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7. Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?
Crafts = 2 More Karaoke = 2 More Potlucks = 1
Movies = 3 Free Trips = 1
8. What is your age? (Circle One)

50-60yrs	60-70yrs	70-80yrs	80-90yrs	90yrs+
0	14	9	1	1

4/3/18

TO WHOM IT MAY CONCERN:

THE CONTINUED FINANCIAL SUPPORT OF THE PAN-AM CENTER AND THE FRANK BERSON CENTER IN MADERA, AND THE ATTENDANT ACTIVITIES, IS AN INVALUABLE CONTRIBUTION TO THE QUALITY OF LIFE IN THE COMMUNITY OF MADERA.

THERE IS NO WAY TO ESTIMATE THE VALUE OF THE ON-LINE ACCESS, AND THE INSTRUCTION TO THAT ACCESS, TO THOSE THAT OTHERWISE WOULD HAVE NONE.

THE NUTRITIOUS MEALS AND THE OPPORTUNITY TO SOCIALIZE ARE A PROPER REWARD FOR LIVES WELL SPENT FOR THOSE THAT, IN SOME CASES, ARE EXPERIENCING THE LATTER YEARS OF THEIR LIFE AND ARE LIMITED IN THEIR MOBILITY TO THE CITY TRANSIT SYSTEM.

SINCERELY,

Greg W. Pearson

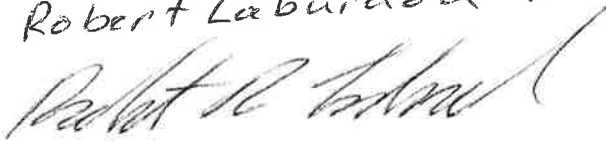
FAB

to whom may concern

I Robert Laburada been going to Frank Bergon Senior center for a month now. The programs are really Great lots of community seniors go there. The Facility has great meals and coffee & tea also need these that have allergic needs that they have. The place has been great for me. I been indone for a while and the people here welcome you and greet you. ~~Frank~~

Thank you

Robert Laburada Retired USAF



4/4/18 FDB

My Name is Benito Juarez
I'm 69 years old and I
have been coming to the center
for 3 1/2 years and it change
my life for the better and I'm
not home alone I come and
play Bingo 3 time a week
and the other two I come
and drink coffee and see
all my friends so the center
is very important to me.
and too all the seniors in
the Madro and Herman and
Chouchillo so thank you
for our center

Thank you
very much
Benito Juarez

4/4/18
FAB

I come To THE. CENTER FOR
ENJOYMENT WITH THE PEOPLE
AND MOSTLY MY FRIENDS. IT'S
A VERY PLEASANT PLACE TO
FORGET YOUR PROBLEMS AND
ENJOY A CUP OF COFFEE AND
A NICE MEAL. TO SEE AND MEET
NEW PEOPLE.

A VERY PLEASANT PLACE
TO ENJOY THE DAY

Rebecca
4/4/18 FAB

I love coming to Bergen Senior center. It gives me a place to come and socialize with my friends and meet new people. The center is the one place I can go out and feel safe and taken care of. The staff are such nice people and the food served helps me supplement my income. I really appreciate the help. The activities offered are helpful and interesting.

Thank you for providing us with a place to go to

Sincerely

Nadine Math

4/4/18 FAB

City of Madera
Employee Performance Rating Form

LAST NAME	FIRST NAME	ID#	RANGE/STEP	PURPOSE OF REPORT
				() Probationary ___ Month
				() Other _____
				(X) Merit Increase
				() Semi-Annual Performance

DEPARTMENT P&CS	POSITION TITLE Program Leader	PERIOD ENDING	DUE DATE
--------------------	----------------------------------	---------------	----------

PERFORMANCE FACTORS	NOT ACCEPTABLE	IMPROVEMENT NEEDED	SATISFACTORY	GOOD	SUPERIOR
1. Skill Level/Job Knowledge					
2. Work Habits					
3. Initiative					
4. Attitude					
5. Judgment					
6. Appearance/Physical Condition					
7. Communication Skills -Written/Oral					
8. Safety Awareness					
9. Cost Consciousness					
10. Attendance/Punctuality					
SUPERVISORS ONLY					
11. Organizational Skills					
12. Supervision/Leadership					
13. Self Confidence					
14. Fairness/Impartiality					

OVERALL COMMENTS:

RECOMMENDATIONS FOR IMPROVEMENT:

EMPLOYEE COMMENTS (optional):

GOALS (if applicable):

1.

SIGNATURE OF RATER (Immediate Supervisor)
DATE

() I have discussed the above with the employee and explained the rating and remarks.

EMPLOYEE SIGNATURE
DATE

() I have discussed the above rating with my supervisor
() I have reviewed this report. My signature does not necessarily imply agreement with all items marked.

DEPARTMENT HEAD SIGNATURE
DATE

() I concur with rating
() I do not concur with rating
() Approved for merit increment

REVIEWED BY:

CITY MANAGER

DATE:

City of Madera – Parks & Community Services

Visitation Checklist

Facility:

Date:

Time In:

Time Out:

Program:

Staff Present:

of Participants

Activity:

Report By:

PERSONNEL (Staff was where they were schedule to be, doing what they were scheduled to do)

FORMS (Staff was able to locate forms at the facility and were aware of their intended use)

All scheduled employees were present

Employees were on time

Employees were in appropriate attire/uniform

Employees were leading calendared activities

Employees were working to achieve objectives

Employees were engaged with program participants

Employees were appeared organized

Employees had the supplies they needed

Activity calendar posted (Lessons schedule for pool)

Attendance Form (up to date)

Menu posted (where appropriate)

Attendance Form (up to date)

Incident reports in file

Accident report in file

Rules Posted

Department Mission Statement and Core Values posted

Other Required Forms:

FACILITY (The facility is well maintained)

The Facility was neat and orderly

Bathrooms were clean and stocked

Other Facility issues: (please note that facility issues need to be reported to appropriate staff)

SAFETY (Safety policies and procedures were observed)

Staff Exhibited basic safety principles in their

Fire extinguisher current

Injury and Illness Plan available

Appropriate postings of requires safety postings

First Aid Kit up to date

Other safety concerns or issues: (please note that safety issues need to be reported to appropriate staff immediately)

CORE VALUES (To the extent possible, please identify whether the staff exhibited the departments core values)

Service

Integrity

Accountability

Teamwork

NOTES & OBSERVATIONS (Use this space to highlight the positives you noted during this visitation. Also, use the space below share information that might help the PCS team deliver higher quality service to our program participants.

Employee(s) Signature(s):

Supervisor Signature:

To Whom It May Concern

My name is Charlene Burks
and I really enjoy coming to
the Frank B. Morgan Senior Center.
I have family members and
friends that also attend and
we get a chance to visit with
other. The center helps the
seniors stay active.

Charlene Burks
4/4/18

I Like coming to the Bergen Sr.
Center, because I like playing, and
Bingo and Calling Bingo. I also
like socializing with the people,
and like helping the seniors, when
they need the help.

Mary Barron
4/4/18 FAB

My name is Gloria Rodriguez
and I have ~~been~~ been coming
to the center for three years
and counting. I really enjoy
coming here, I enjoy the lunches
they give. I have met ~~people~~^{friends}
that keep me laughing. But
most of all I love playing
Bingo. My regret is we don't
get our newspaper any more but
~~other~~ otherwise I love it here.
To me I have some place to go to
have fun.

Gloria Rodriguez

4/4/18

FRB

4/4/18
FAB

I have been coming to the Frank Serpico Center for around fifteen years.

It gives me a place to come and enjoy my self and relax.

I take care of my true hand who had a stroke, and it gives me a little cutting.

I can come down, have coffee and snacks, and also a very good lunch.

Thank you very much for a place to go.

Mary Foster

3/30/18
FRB

To whome it May Concern,

The Senior Center
is a meeting Place that
we can come and talk
and enjoy getting together
and doing things with other
Seniors. Celebrating Holidays
and Birthdays eating
together when we would
~~not~~ be by ourselves.
at home. it has brought
joy and togetherness
to all that want to
participate thank you
City of Madera for
this and every thing you
do for us.

Carl Aragon

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019

RECEIVED
4-12-18
4:55pm

DATE SUBMITTED: April 12, 2018

A. GENERAL INFORMATION

1. Name of Department/Organization: Madera Parks & Community Services Department

Address: 701 East 5th Street, Madera, California 93638

Contact Person: Mary Anne Seay

Phone: (559) 661-4591 or (559) 978-3269

Concurrence: _____

Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

The proposed projects are to make accessibility improvements at City Hall, the Pan American Community Center and the Frank Bergon Senior Center. Project sites are City facilities used by the public; two are used as senior centers and are also home to recreation programs and activities for youth and the general public. The improvements follow the recommendations from the City of Madera's *ADA Self Evaluation and Transition Plan* which was adopted by Council to address ADA deficits at City facilities. Specifically, the project calls for Priority 1 (as identified in the referenced plan) structural improvements designed to increase accessibility for clients with disabilities and mobility challenges. Ensuring ADA approved access so that the public can park and get into the facility are considered Priority I. Parking lots, sidewalk slopes and automated doors are examples of the infrastructure upgrades the City needs to make.

The Parks & Community Services Department received an award of \$65,238 for ADA improvements at Bergon and Pan Am in a previous CDBG cycle. To date, a new ADA accessible ramp has been installed at the Bergon Center and a design firm with a Certified Access Specialist (CASP) has been retained to provide bid-ready plans for all recommended Priority 1 improvements. The cost for addressing all Priority I ADA issues at these sites and City Hall is not yet known, but is predicted to be far greater than the available resources. City staff is committed to addressing ADA barriers using a phased approach until City facilities are accessible to all residents.

2. Need (Explain why project is needed.):

The City of Madera contracted MIG Corp, Inc. to provide an *ADA Self Evaluation and Transition Plan* of all City facilities, Parks and other public spaces. This data gathering and study spanned two fiscal years and was approved by the citizen ADA Advisory Council & the City Council in 2010. MIG Corp, Inc. provided the City with a comprehensive list of accessibility deficiencies and recommended corrections. The consultants assisted staff with the prioritization of improvements, taking into consideration factors such as hazards, level of public use, and social need of the community. After review and discussion with the ADA Advisory Board and other partners, staff developed a work plan that would allow for the systematic removal of these architectural barriers as funding allowed.

3. Estimated cost of project and source of estimate (if available): Staff is requesting \$50,000
Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The City's General Fund will be used as staff from various departments (Parks, Engineering, HR, Grants, legal, Finance, Building) invest time to complete the project(s).

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

The proposal will meet these goals in one year – 18 months.

5. What measureable goals will your program deliver?

The very completion of these improvements is measurable. Pre and post improvement inspections (with photos) will be completed by the City's certified ADA specialist. As a result, accessibility to these facilities by the client population (senior citizens & general public) will be enhanced, particularly for those with disabilities and/or limited mobility. Identifying individual attendants with disabilities would be speculative but increase in accessibility can be gauged from an overall increase in clients served. Pre and post project surveys can be conducted among the attending clients to determine perception of barriers to use eliminated by the project.

6. What are the project's expected outcomes? How are the outcomes assessed?

The Community Centers will become more accessible to the public in general and in particular to those with disabilities and/or limited mobility. An additional outcome is progress toward completing specific goals as outlined in the *ADA Self Evaluation and Transition Plan*. The outcomes will be assessed through reported increase in public satisfaction with the accessibility and increased public usage of the facilities.

7. What National Objective does your program meet?

The proposed projects will meet two of the national objectives:

National Objective #1: Activities benefitting lower income person/households.

National Objective #3: Activities designed to meet community development needs having particular urgency.

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

This project addresses several strategies and actions included in the Vision Plan including:

Action 113.3 – Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

Action 113.4 – Provide parking with easy access for the handicapped.

Action 138.1 – Update the City of Madera's ADA program.

Action 138.2 – Inventory those public structures currently not in ADA compliance and develop plan to bring them into compliance.

Strategy 404 – Promote increased community wellness.

Strategy 407 – Promote and expand existing services to allow Madera's elders to maintain independent lifestyles.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure?

The Frank Bergon Senior Center is 31 years old (constructed in 1987).

The Pan-Am Center is 20 years old (constructed in 1998).

City Hall is 55 Years old (Opened in 1963).

b. Will this project affect an historically significant (or potentially historic) structure?

NO

2. Archeological:

a. Will this project involve any ground disturbance?

YES. Minimal excavation will be required during demolition and reconstruction of concrete surfaces.

b. If so, how deep will excavation be and what is the volume of earth to be moved?

Excavation will be 8" or less below existing ground elevation. Less than a Cubic Yard of earth will be disturbed.

3. Water:

a. Does this project involve a sewer or water system?

NO

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

YES. The demographics of Madera indicate that residents using these facilities fall within low – moderate income levels. The senior population served at the two centers is typically low and low-moderate income (72.7% self-reported being low income on in-house surveys).

While there is not precise attendance data for attendance at City Hall, staff estimates the average number of residents using services at City Hall to be approximately 500/day . The attendance numbers below reflect actual attendance records maintained at Pan Am and Bergon.

- a. **Number of persons served annually:** 37,675 (duplicated) and 12,457 (unduplicated).
- b. **Service Area:** The most typical participant (the clear majority and our primary target audience) at these sites are Madera residents, but programs/facilities are technically open to non-residents.
- c. **Number of City residents served annually:** Staff estimates that at least 90% of facility use is by Madera residents. Therefore, the number of Madera residents served at these two sites exceeds 33,000 (duplicated) and 11,211 (unduplicated).
- d. **Number of persons with disabilities or seniors served:** The number of seniors served is 24,329 (duplicated) in the senior programs. Senior citizens and persons with disabilities attend events and additional programming and staff estimates that 2,500 (unduplicated) are served annually.

2. How will the proposed project prevent or eliminate slums or blight?

Improvements to public facilities have an impact in reducing slum or blight. Failure to maintain and upgrade existing infrastructure leads to blighted neighborhood conditions.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

The ADA Self Evaluation and Transition Plan data gathering process included numerous public meetings over a two-year period. The final document was endorsed and approved by the citizen ADA Advisory Council and adopted by the Madera City Council in open public session. Users of the community centers are formally surveyed to gather suggestions for facility and program improvements and City staff note and report anecdotal observations that are included in facility maintenance planning processes.

2. Note complaints that have been received, etc.

There have not been written complaints to City Staff regarding accessibility at these sites. There have, however, been several injury reports filed from accidents that have occurred at the centers over the past few years. Consequently, there have been several verbal complaints of the parking lot issues located at the Bergon Center. There have also been verbal complaints about the heavy doors at Bergon, Pan-Am and City Hall as they do not currently have the auto open feature. This deficit was recently noted in the City of Madera's safety inspection performed by the Risk Management team in Human Resources. City staff have also witnessed members of the public with mobility issues struggling with the heavy doors at City Hall.

3. Evidence of collaboration with other agencies within the community.

The Parks & Community Services Department partners with many groups and agencies to generate projects such as the ADA improvements at City facilities detailed in this application. They include, but are not limited to:

1. Fresno-Madera Area Agency on Aging (FMAAAA)
2. ADA Advisory Council
3. Madera Seniors Club
4. Pan-American Club
5. First Transit – Senior Transportation
6. American Association of Retired Persons (AARP)
7. Local Quilters Guild
8. California Telephone Access Program (CTAP)
9. Madera County Public Health Department (MCPHD)
10. Community Action Partnership
11. Department of Social Services
12. Madera County Food Bank
13. Madera Unified School District (MUSD)
14. Madera Beautification Committee
15. Senior Companion Program
16. Senior Community Service Employment Program
17. Fresno-Madera Ombudsman Program
18. Health Insurance and Advocacy Program (HICAP)

Please see the eligible CDBG Census Tract map below.

RETURN AN ORIGINAL AND

City of Madera

TWO COPIES TO:

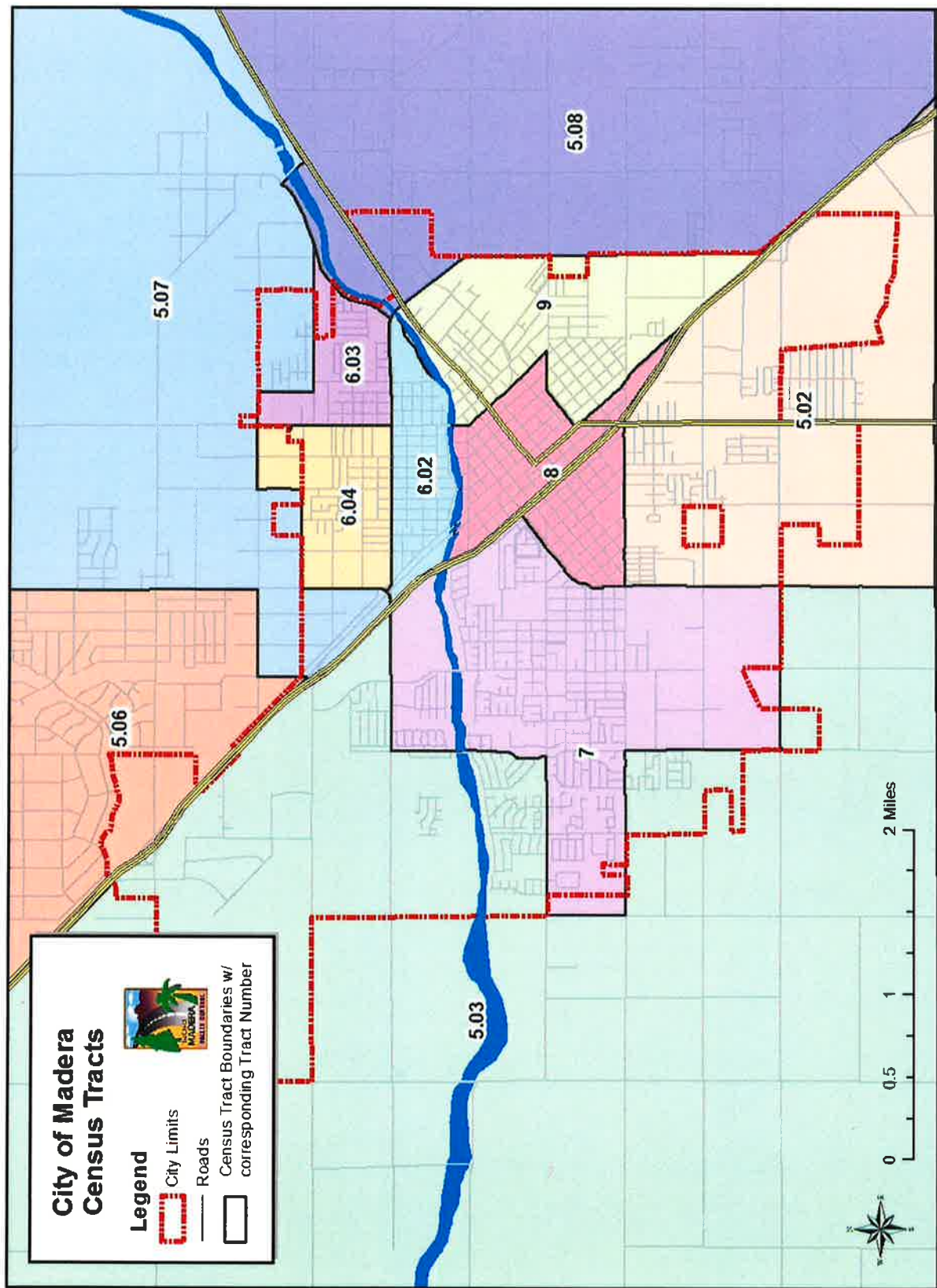
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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



RECEIVED
4-12-18
4:58 PM

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019**

DATE SUBMITTED: 4/12/18

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

Address: 205 W. Fourth Street Madera, CA

Contact Person: Victor Aldama Phone: (559) 661-5418

Concurrence: 
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

The proposed project involves the installation of a Rectangular Rapid Flash Beacon (RRFB) system at Sunrise Avenue and Lily Street. Please see attached location map.

2. Need (Explain why project is needed.):

There was an increase of pedestrian traffic crossing Sunrise Ave from the North sidewalk area to the South sidewalk area by the intersection of Sunrise Ave and Lily Street as a result of the new Virginia Lee Rose School opening in the Fall of 2017. In order to mitigate the increase of pedestrian traffic crossing Sunrise Avenue, the installation of Rectangular Rapid Flash Beacons would be the most logical measure to reduce risk of pedestrian accidents on a two lane roadway.

3. Estimated cost of project and source of estimate (if available): \$ **31,900.00**

The engineer's estimate including the breakdown of costs for construction management and inspection is attached.

CDBG Fund: \$25,000.00

Local Transportation Fund: \$6,900.00

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Project is expected to only use CDBG fund up to a limit of \$25,000. The City Engineering

Department proposes any additional cost be covered by our Local Transportation Funding. This represents a minimal and standard match for the City which can be secured at a later date.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year?
Give starting date for activity.

Upon approval of CDBG funds, the City will immediately begin design on August 2018 followed by construction. The project is expected to be completed within the 1 year time frame.

5. What measureable goals will your program deliver?

The project will help in furthering our goal of creating safe and accessible paths of travel for pedestrians and students. This goal is also included in a City document called the Vision 2025 Plan.

6. What are the project's expected outcomes? How are the outcomes assessed?
The outcomes include decreasing the probability of pedestrian accidents at this location.

7. What National Objective does your program meet?
The Rectangular Rapid Flashing Beacon improvement meets the following National Objective:
1. **The project is in a low-income area that utilizes the local schools.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?
The proposal supports the action plan by providing residents a safe route to school.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

- a. How old is the affected structure? **N/A**
b. Will this project affect an historically significant (or potentially historic) structure? **N/A**

2. Archeological:

- a. Will this project involve any ground disturbance?
The project will cause minimal ground disturbance as required to install the Rectangular Rapid Flashing Beacons.

- b. If so, how deep will excavation be and what is the volume of earth to be moved?
N/A

3. Water:

- a. Does this project involve a sewer or water system?

No existing sewer or water systems will be disturbed as part of this project.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

- a. Number of persons served annually:

The project is in the CDBG qualifying census tract 9. Referring to the 2010 census the project will possibly benefit approximately 9,612 low to moderate income residents in the surrounding in the surrounding area.

- b. Service Area:

Number of City residents served annually:

Approximately 9,612 residents in the surrounding area would be benefit from the installation Rectangular Rapid Flashing Beacon (RRFB).

Number of persons with disabilities or seniors served:

The project would provide a safe route to school that in some cases may include seniors or persons with disabilities.

2. How will the proposed project prevent or eliminate slums or blight?
N/A

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

Over the past few years the City has worked with the Madera Unified District (MUSD) in addressing pedestrian safety improvements. The engineering department received a request from MUSD to install a pedestrian crossing at the proposed location for a safe route to school.

2. Note complaints that have been received, etc.

The MUSD has received several expressions of concern from parents regarding students' safety while crossing Sunset Avenue. There is currently a crosswalk at the proposed location, adding Rectangular Rapid Flashing Beacons would reduce potential pedestrian accident.

3. Evidence of collaboration with other agencies within the community.
See attached letter of support.

Please see the eligible CDBG Census Tract map below.

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

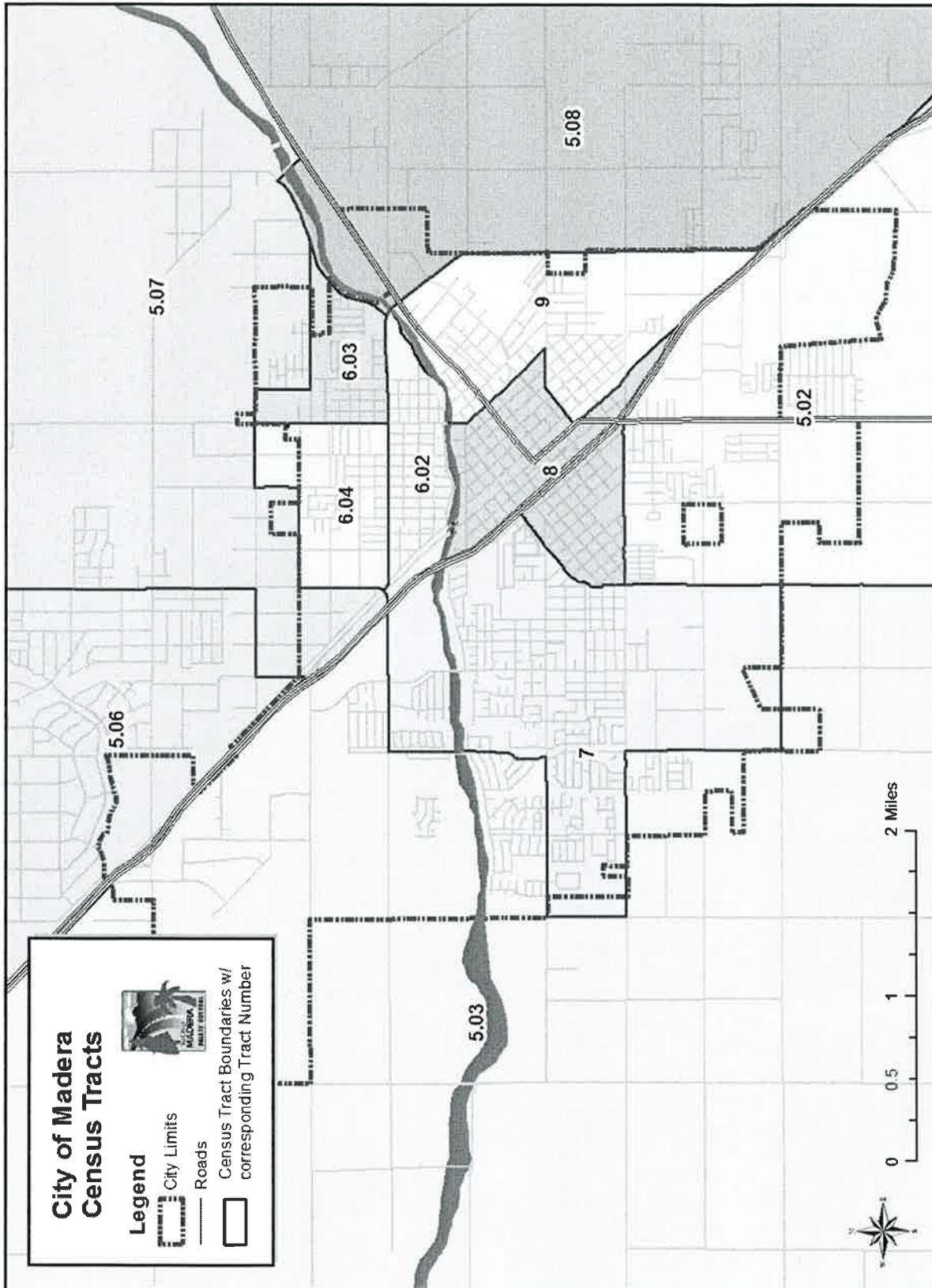
City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

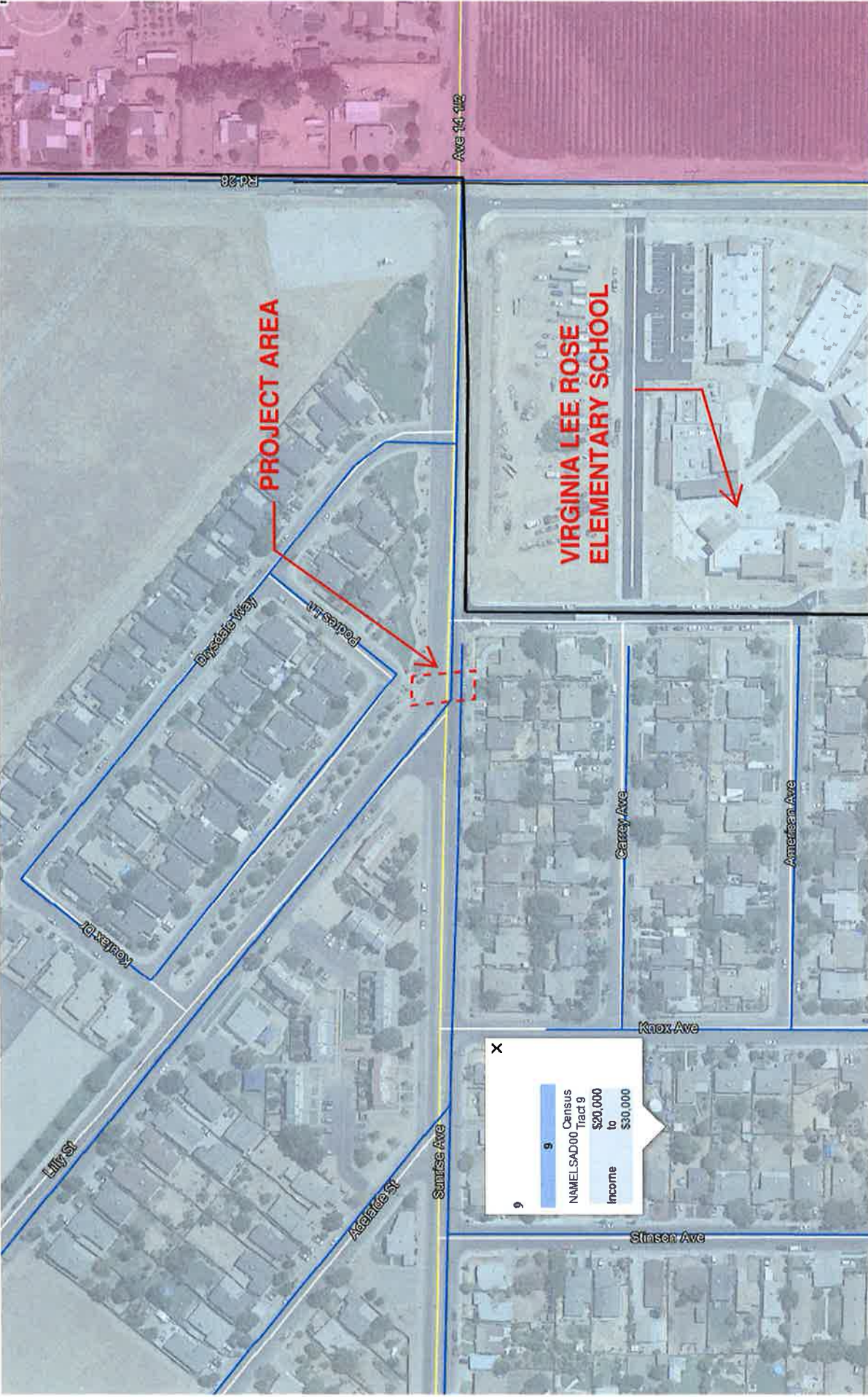
DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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





9

X

9	Census
NIMEL SAD00	Tract 9
Income	\$20,000 to \$30,000

**CDBG PROJECT SCHEDULE FOR
INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON AT
SUNRISE AVE AND LILY STREET**

Item of Work	Date
Awarded CDBG Funds	July 2018
Begin Design of Project	August 2018 – October 2018
Advertise for Construction	November 2018 – December 2018
Construction Period 30 Day	January 2019 – February 2019
Finalize Project	March 2019 – April 2019

MADERA UNIFIED SCHOOL DISTRICT
1902 Howard Road, Madera, California 93637
(559) 675-4500

FAX: (559) 675-1186
www.madera.k12.ca.us



Board of Trustees:
Al Galvez, President, Ed McIntyre, Clerk
Trustees:
Ricardo Arredondo; Brent Fernandes,
Philip Huerta; Ruben Mendoza; Ray G. Seibert
Superintendent:
Todd Lile

April 12, 2018

Keith Helmuth
City of Madera - Engineering Division
205 West Fourth Street
Madera, CA 93637

Subject: Installation of rectangular rapid flashing beacons by Sunrise Avenue and Lilly Street crosswalk/intersection

Dear Mr. Helmuth,

Madera Unified School District supports the City of Madera's grant application to install new rectangular rapid flashing beacons by Sunrise Avenue and Lilly Street intersection, just north of Virginia Lee Rose Elementary School. The District has received numerous parent requests whose children attend Rose Elementary School, for added safety measures for their students who walk to and from the school. Adding flashing beacons to this area would bring more visibility to the existing crosswalk that the City of Madera allowed Madera Unified to install. As you know, most of the students that attend Virginia Lee Rose live east and northeast of the school, and have to cross Sunrise at Lilly to get to the school. Therefore, the flashing beacons would bring more attention to this intersection and allow for a safer route for our students who walk to and from Virginia Lee Rose Elementary School every day.

We hope you will give this application your full consideration.

Sincerely,

Rosalind Cox
Director of Facilities Planning & Construction Management

Eva Ceja
956 Drysdale Way
Madera, CA 93638
(559) 871-7764
Leceja9@gmail.com

April 12, 2018

City of Madera Engineering Division
205 West Fourth Street
Madera, CA 93637

To whom it may concern,

The community supports the City of Madera's grant application to install new Rectangular Rapid Flashing Beacon by Lily and Sunrise Avenue. There is currently no stop light or stop sign and there is heavy foot traffic of school children crossing between Virginia Lee Rose Elementary and Martin Luther King Middle School. Adding a flashing beacon would heighten awareness from moving vehicles to reduce speed and be more cautious of crossing school children and pedestrians.

We hope you will give this application your full consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Eva Ceja', written in dark ink.

Eva Ceja
MUSD Parent Advisory Committee Member

	A	B	C	D	E	F
1		INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON AT SUNRISE AVE AND LILY STREET				
2						
3						
4						
5	Item	Description	Unit of Measure	Approx. Quantity	Unit Price (\$)	Total Amount
6	1	Mobilization, Bonds, Insurance & Permits (not to exceed \$3,000)	LS	1	\$3,000.00	\$3,000.00
7	2	Traffic Control, Signage and Detours	LS	1	\$3,000.00	\$3,000.00
8	3	Clearing & Grubbing, Demolition, Removal & Disposal	LS	1	\$2,000.00	\$2,000.00
9	4	Water Pollution Control Plan(WPCP/Dust Control)	LS	1	\$1,000.00	\$1,000.00
10	5	Installation of Solar Powered Wireless RFFB System, Signs and Push Button Assembly	EA	2	\$1,500.00	\$3,000.00
11	6	Rectangular Rapid Flashing Beacon (RRFB)	EA	2	\$5,000.00	\$10,000.00
12	7	Miscellaneous (Not to Exceed \$5,000)	LS	1	\$1,000.00	\$1,000.00
13						
14		Bid Items Total				\$23,000.00
15		Construction Contingency 10%				\$2,300.00
16		Construction Management and Inspection 10%				\$2,300.00
17		PS & E 10%				\$2,300.00
18		Environmental Study				\$2,000.00
19		Project Total Cost				\$31,900.00
20		CDBG Funds				\$25,000.00
21		Local Transportation Funds				\$6,900.00
22	April/12/2018					
23						
24						

RECEIVED
4/13/18
9:40 a.m.

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019**

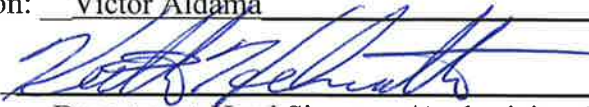
DATE SUBMITTED: 4/12/18

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

Address: 205 W. Fourth Street Madera, CA

Contact Person: Victor Aldama Phone: (559) 661-5418

Concurrence: 
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

The proposed project involves the Installation of a Hawk Pedestrian Signal at intersection of Stadium Road and Gary Street. Please see attached location map.

2. Need (Explain why project is needed.):

Stadium road currently consists of two lane roadway, but is planned for a four lane roadway in the future. The road already includes two lanes southbound south of this location. Four lane roadways are inherently less safe than two lane roadways when it comes to crosswalks. Currently, the crosswalk at Stadium Road and Gary Street is experiencing heavy traffic volumes from multiple schools between Pecan and Olive with similar schedules exceeding 200 pedestrians in the morning and similar pedestrian traffic volume in the afternoon. The crosswalk location will require a more enhanced form of protection than what a lesser form of protection such as Rectangular Flashing Beacons might provide because of the factors discussed previously. The proposed Hawk Pedestrian Signal represents the next level of pedestrian control and is believed to be the most appropriate measure for pedestrian safety at this location.

3. Estimated cost of project and source of estimate (if available): \$ 154,550.00

The engineer's estimate including the breakdown of costs for construction management and inspection is attached.

CDBG Fund: \$140,000.00

Local Transportation Fund: \$14,550.00

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Project is expected to only use CDBG fund up to a limit of \$140,000. The City Engineering Department proposes any additional cost be covered by our Local Transportation Funding. This represents a minimal and standard match for the City which can be secured at a later date.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year?
Give starting date for activity.

Upon approval of CDBG funds, the City will immediately begin preparing a Request for proposal for the design of the Hawk Signal on August 2018. The project will be outsourced to a design consultant for completion of the plans and specifications, due to the standard procedures for a design contract with a qualified consultant. The project will not meet the period of performance of 1 year. Please see the attached Schedule.

5. What measureable goals will your program deliver?

The project will help in furthering our goal of creating safe and accessible paths of travel for pedestrians and students. This goal is also included in a City document called the Vision 2025 Plan.

6. What are the project's expected outcomes? How are the outcomes assessed?

The outcomes include decreasing the probability of pedestrian accidents at this location.

7. What National Objective does your program meet?

The proposed Hawk Signal Installation meets the following National Objective:

- 1. The project is in a low-income area that utilizes the local schools.**

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

The proposal supports the action plan by providing residents a safe route to school.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

- a. How old is the affected structure? **N/A**

- b. Will this project affect an historically significant (or potentially historic) structure? **N/A**

2. Archeological:

a. Will this project involve any ground disturbance?

The project will cause minimal ground disturbance as required to install the Hawk Signal.

b. If so, how deep will excavation be and what is the volume of earth to be moved?

N/A

3. Water:

a. Does this project involve a sewer or water system?

No existing sewer or water systems will be disturbed as part of this project.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

a. Number of persons served annually:

The project is in the CDBG qualifying census tract 9. Referring to the 2010 census the project will possibly benefit approximately 10,473 low to moderate income residents in the surrounding in the surrounding area.

b. Service Area:

Number of City residents served annually:

Approximately 10,473 residents in the surrounding area would be benefit from the installation the Hawk Signal.

Number of persons with disabilities or seniors served:

The project would provide a safe route to school that in some cases may include seniors or persons with disabilities.

2. How will the proposed project prevent or eliminate slums or blight?

N/A

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

Over the past few years the City has worked with the Madera Unified District (MUSD) in addressing pedestrian safety improvements. The engineering department has shared the information written in Section B Question 2 of this application form to inform MUSD the importance of the installation of the Hawk Signal and the benefits that it would provide for the pedestrians. The MUSD has agreed to provide a letter of support for the Installation Hawk Signal at the intersection of Stadium Road and Gary Street.

2. Note complaints that have been received, etc.
N/A
3. Evidence of collaboration with other agencies within the community.
See attached letter of support.

Please see the eligible CDBG Census Tract map below.

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

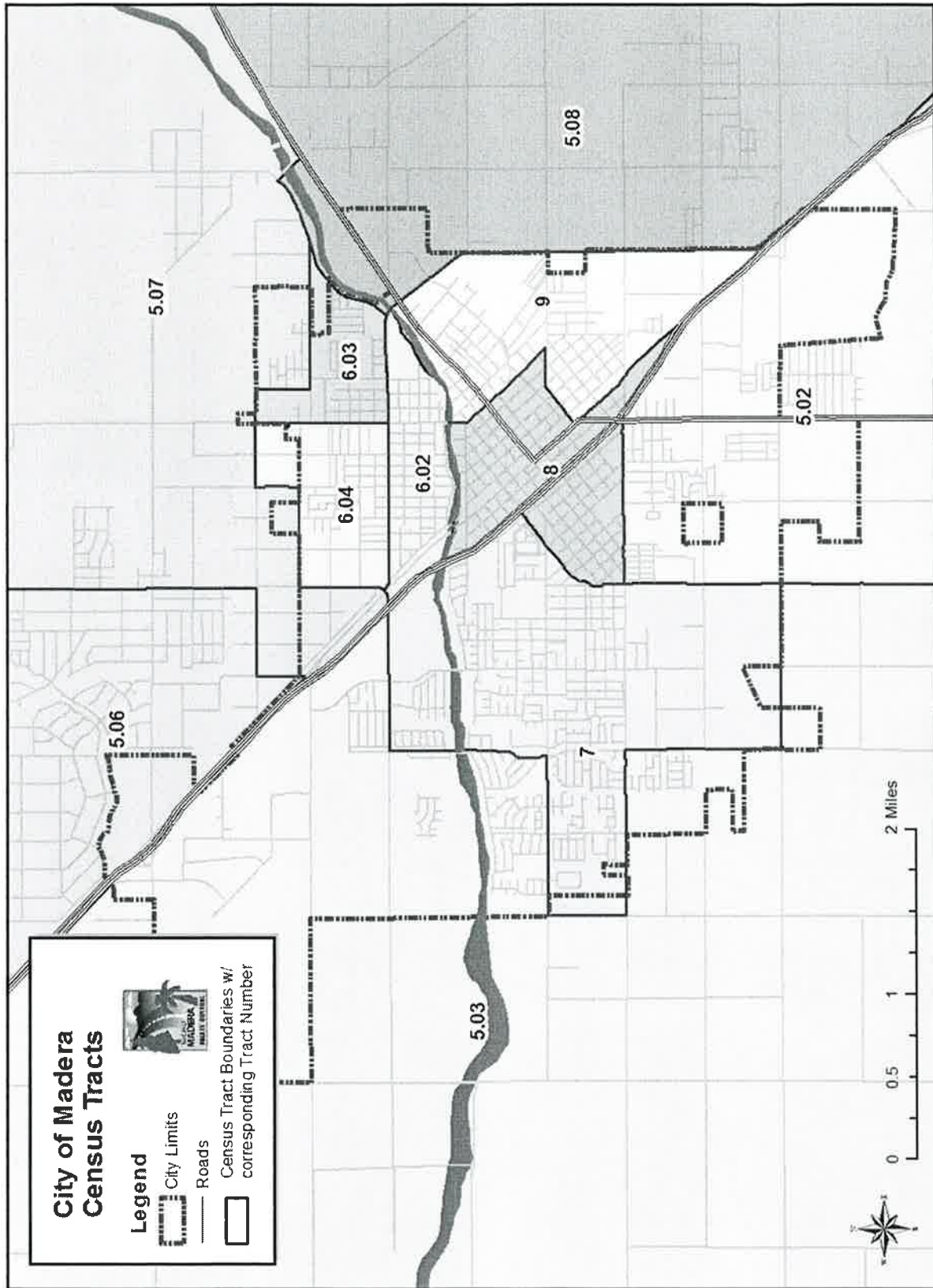
City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

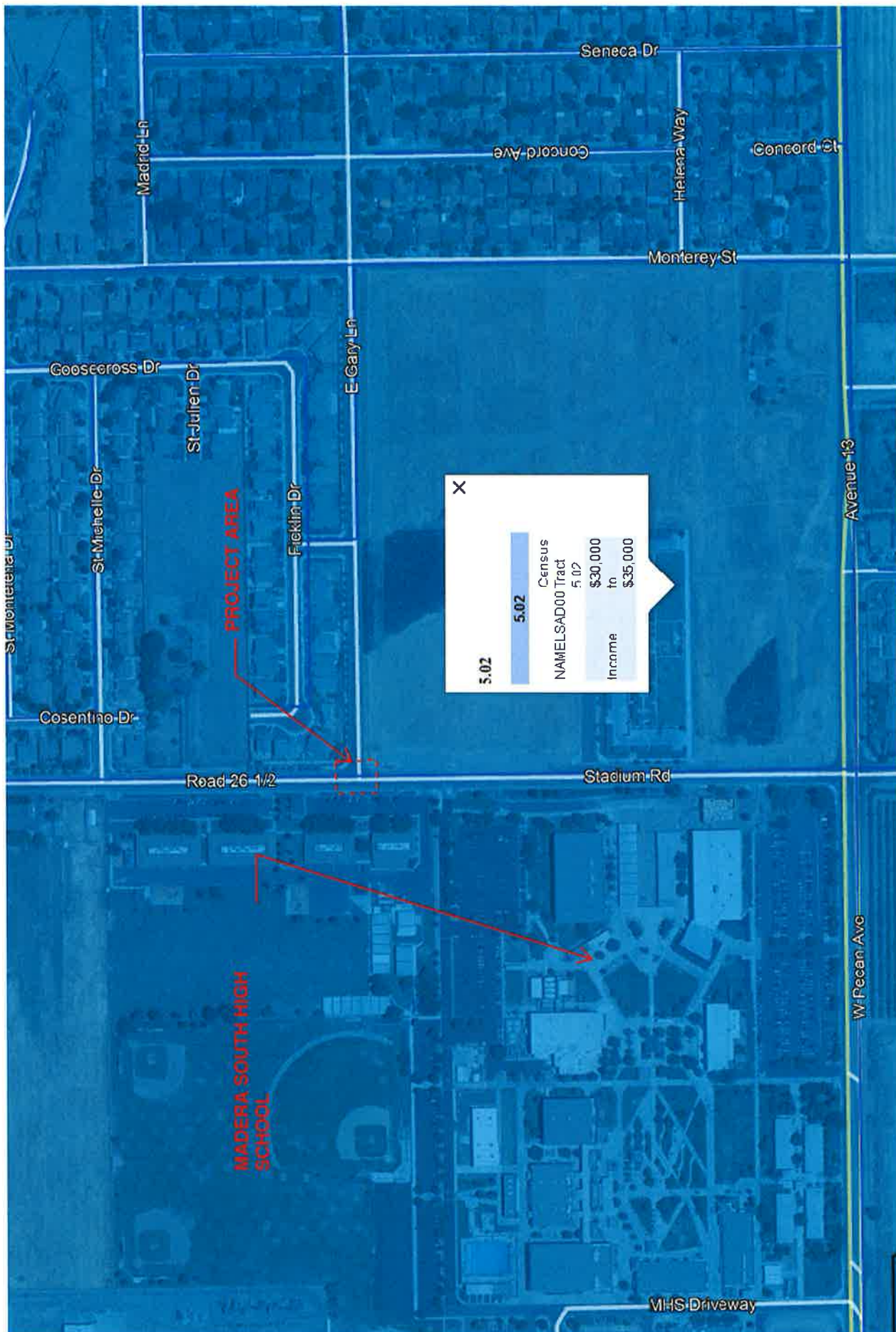
DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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





X

5.02	5.02
Census	
NAMELSAD00 Tract	5.02
Income	\$30,000 to \$35,000

**CDBG PROJECT SCHEDULE FOR
INSTALLATION OF HAWK PEDESTRIAN SIGNAL AT INTERSECTION
OF STADIUM ROAD AND GARY STREET**

Item of Work	Date
Awarded CDBG Funds	July 2018
Request for Proposal/Selection of Consultant	July 2018 — September 2018
Council Approval for Design Contract Agreement	October 2018 — November 2018
Award of Design Consultant / Issue Notice to Proceed	November 2018
PS&E 100% Design	December 2018 — March 2019
Advertise for Bids	April 2019 — May 2019
Council Approval for Contractor Construction Agreement	June 2019 — July 2019
Equipment Delivery (90 Calendar Days)	September 2019 — December 2019
Construction (45 Calendar Days)	January 2020 — February 2020
Project Close Out	March 2020 — April 2020

MADERA UNIFIED SCHOOL DISTRICT
1902 Howard Road, Madera, California 93637
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FAX: (559) 675-1186
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Trustees:
Ricardo Arredondo; Brent Fernandes,
Philip Huerta; Ruben Mendoza; Ray G. Seibert
Superintendent:
Todd Lile

April 13, 2018

Keith Helmuth
City of Madera - Engineering Division
205 West Fourth Street
Madera, CA 93637

Subject: Installation of Hawk Signal at intersection of Stadium Road and Gary Lane

Dear Mr. Helmuth,

Madera Unified School District supports the City of Madera's grant application to install a new Hawk signal at the intersection of Stadium Road and Gary Lane. This intersection experiences hundreds of pedestrians on a daily basis from Alpha Elementary School and Madera South High School. The District has been working with the City over the years in trying to make this area safer for students to walk/bike to and from those schools every day. The sidewalk improvements and in-pavement lighted crosswalk that the City has installed have definitely helped that area. But knowing that the City of Madera plans to make Stadium Road into a four lane roadway in the future, the District feels that a more enhanced form of protection is needed. Therefore, the District fully supports the installation of a Hawk signal at the intersection of Stadium Road and Gary Lane, as it represents the next level of pedestrian control and is believed to be the most appropriate next measure of pedestrian safety.

We hope you will give this application your full consideration.

Sincerely,



Rosalind Cox
Director of Facilities Planning & Construction Management

	A	B	C	D	E	F
1		INSTALLATION OF HAWK SIGNAL AT INTERSECTION OF STADIUM ROAD AND GARY STREET				
2						
3						
4						
5	Item	Description	Unit of Measure	Approx. Quantity	Unit Price (\$)	Total Amount
6	1	Mobilization, Bonds, Insurance & Permits (not to exceed \$3,000)	LS	1	\$5,000.00	\$5,000.00
7	2	Traffic Control, Signage and Detours	LS	1	\$15,000.00	\$15,000.00
8	3	Clearing & Grubbing, Demolition, Removal & Disposal	LS	1	\$2,000.00	\$2,000.00
9	4	Water Pollution Control Plan(WPCP/Dust Control)	LS	1	\$1,000.00	\$1,000.00
10	5	Point of Service Connection	LS	1	\$5,000.00	\$5,000.00
11	6	Installation for Hawk Signal Assembly Including Push Buttons	LS	1	\$80,000.00	\$80,000.00
12	7	Miscellaneous (Not to Exceed \$5,000)	LS	1	\$5,000.00	\$5,000.00
13						
14					Bid Items Total	\$113,000.00
15					Construction Contingency 10%	\$11,300.00
16					Construction Management and Inspection 10%	\$11,300.00
17					PS & E 15%	\$16,950.00
18					Environmental Study	\$2,000.00
19					Project Total Cost	\$154,550.00
20					CDBG Funds Requested	\$140,000.00
21					Local Transportation Fund Match	\$14,550.00
22		April 12,2018				
23						
24						



Housing Authority of the City of Madera



Community Development Block Grant Application 2018-2019

Submitted by Linda Marie Shaw, Executive Director

HACM is dedicated to serving our community by providing quality housing, resources, capital improvements and other sustaining services that will improve the lives of families.

RECEIVED
4/13/18
10:25

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019

DATE SUBMITTED: 4/12/2018

A. GENERAL INFORMATION

1. *Name of Department/Organization:* Housing Authority of the City of Madera (HACM)

Address: 205 N G St, Madera, CA 93637

Contact Person: Linda Shaw *Phone:* (559) 674-5695

Concurrence: Linda M. Shaw
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. *Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):*

Proposed program: Expansion of Temporary Housing for Homeless Families at Pomona Ranch Housing Center

This proposal intends to build upon the success of the Temporary Housing for Homeless Families at Pomona Ranch Housing Center program ["the program"], which was generously funded by the City's CDBG allocation in 2017. As the number of homeless individuals in Madera continues to grow, the demand for the program is above its current capacity. HACM is requesting funds to expand the program in order to house 10 additional families with children at Pomona Ranch Housing Center for a period of 6 months, and provide all resident families with a continuum of care and job training intended to place them on a path to long-term housing and employment.

The program provides approximately six months of free housing to homeless families with children under the age of 18. Adults and older teens in the program are provided with free job training and financial management courses that enable them to obtain and maintain steady employment with the goal of becoming financially self-sufficient and able to sign a one-year residential lease once the program expires. Job training and placement assistance is a key part of what makes the program successful, as it allows families to become self-sufficient after the program ends. The program also has connections to local banks, who provide free financial education training via the CAPMC program, ensuring that residents are able to manage their own finances and budgets once they leave the program. Additionally, HACM will continue to assist Pomona Ranch families in working with the Department of Social Services to receive assistance for housing-related down payments and other financial obligations. Two

members of the Madera City Council will continue to provide oversight to this project.

The program's first year was 100% successful: all six families with children housed at Pomona Ranch in Winter/Spring 2017 were able to find long-term rental housing. Three of the families rented apartments within Madera city limits.

Two major costs are involved in expanding the Pomona Ranch program for homeless families: installing additional HVAC units to make 10 apartments hospitable for families during the cold winter months, and the hiring of a Case Manager to ensure that all residents' needs and issues are resolved. The Case Manager will act as a liaison to the Housing the Homeless Committee, as well as perform all intake, mid-period, and exit assessments. The Case Manager will also be responsible for all program and benefit referrals for Pomona Ranch families.

The Pomona Ranch Housing Center is a 50-unit subsidized residential complex for migrant farm workers, which sits empty between approximately November and March of each year at taxpayer expense. Because of the City's decision to fund the program in 2017 HACM has upgraded ten residential units with air conditioning and heating units in order to provide temporary residences and a continuum of care for homeless families with children. The opportunity to re-purpose Pomona Ranch during its 'off-season' was initially proposed by Linda Shaw at HACM and supported by 2016 data provided the Madera Rescue Mission.

The Pomona Ranch Housing Center is a gated 50-unit complex, with 10 two-bedroom, 30 three-bedroom, and 10 four-bedroom units. All units have 1 bathroom. In the spring/summer/fall months, rent is paid by migrant workers on a daily basis and all utilities are included. Each unit has a stove, refrigerator, 1 folding table, 6 folding chairs, and 2 beds per bedroom. The center has a playground, soccer field, volleyball court, and 2 basketball courts. The center has an on-site laundry facility with coin operated machines and a daycare facility run and operated by the Madera County Community Action Partnership.

2. *Need (Explain why project is needed.):*

The number of homeless individuals in Madera County has increased by 3.45% since 2016, according to the Community Action Partnership of Madera County's recent Community Needs Assessment dated June 2017. The study identified 271 homeless individuals in Madera County. Through this proposal, HACM aims to reduce the number of homeless adults and youth living on the streets.

Because most of the County's homeless individuals are unsheltered, this program creates new temporary living spaces for homeless families while putting them on the path towards long-term employment and housing.

3. *Estimated cost of project and source of estimate (if available):*

Total request amount: \$197,000.

Project budget details:

Case manager salary - \$32,000

Case manager benefits - \$10,000

Services and supplies - \$3,000

Insurance - \$15,000

Consultation - \$2,000

Equipment rentals - \$10,000

Contracts for HVAC installation - \$95,000

Transportation - \$5,000

Contingency - \$15,000

TOTAL: \$197,000

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

There are currently no other sources of funds to implement this project.

4. *Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.*

If funding is approved by the City of Madera, families will be able to move in the first week of January 2019, and will leave by May 2019. Yes, our program will meet our stated goals in one year – all family heads will find/maintain employment and/or long-term housing by the time they finish the program.

5. *What measureable goals will your program deliver?*

The success of the program will be measured using the following goals:

1. The number of homeless families who choose to participate in the program.
2. The number of homeless families who find long-term housing (one-year lease or longer) after their stay at Pomona Ranch.
3. The number of homeless adults who find/keep long-term employment during or after their stay at Pomona Ranch.
4. The number of school-age children who enroll and attend school during and after their stay at Pomona Ranch.
5. The number of resident adults who learn financial management skills.
6. The number of residents seeking assistance for behavioral health issues.

6. *What are the project's expected outcomes? How are the outcomes assessed?*

All adults will find/maintain long-term employment and all families will find long-term housing once the program has ended. These outcomes will be tracked via phone calls and in-person meetings with the Case Manager.

7. *What National Objective does your program meet?*

This program meets the following CDBG National Objective: L/M Income Limited Clientele.

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

The proposal supports two aspects of the VPM2025 Action Plan: "Effective Government" and "Well-planned neighborhoods and Housing". As per the Action Plan, this proposal aims to use the city's CDBG allocation to address low-income housing issues, while also empowering homeless individuals with families to maintain employment and eventually pay rent or a mortgage on long-term housing in the City.

C. ENVIRONMENTAL IMPACTS:

1. *Historical:*

a. *How old is the affected structure? 1963.*

b. *Will this project affect an historically significant (or potentially historic) structure? No.*

2. *Archeological:*

a. *Will this project involve any ground disturbance? No.*

b. *If so, how deep will excavation be and what is the volume of earth to be moved? No.*

3. *Water:*

a. *Does this project involve a sewer or water system? No.*

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

Primarily benefits low and moderate-income persons.

a. *Number of persons served annually:* 26 people -- 17 children and 8 adults -- were served last year. With this proposed expansion, HACM aims to serve a total of 60 people next year.

b. *Service Area:* Madera/Chowchilla/Fresno

Number of City residents served annually: 60

Number of persons with disabilities or seniors served: 15%

2. *How will the proposed project prevent or eliminate slums or blight?*

This proposal will re-locate homeless families living in public areas and/or overnight shelters and place them in short-term housing while providing a continuum of care and job skills training that will support their efforts to find long-term employment and residency.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

In 2016, under the direction of Linda Shaw, HACM formed an ad hoc Housing the Homeless committee comprised of representatives from local agencies and organizations that have pledged to provide a continuum of care for homeless families at Pomona Ranch. The committee meets on a weekly or monthly basis, depending on pending business. The committee is currently comprised of:

Linda M. Shaw, ED, Housing Authority City of Madera
Charles Rigby, Chairperson, HACM Board of Commissioners
William Oliver, Vice-Chairperson, HACM Board of Commissioners
Elizabeth Wisener, Community Svc. Program Mgr. – CAPMC
Mattie Mendez, ED, CAPMC
Ana Ibanez, CAPMC
Dennis Koch, ED, Madera County Behavioral Health
Miguel Gonzalez, Program Mgr., Dept. Social Services
Maria Chapa, Employment & Training Supervisor, Dept. Social Services
Van Do-Reynoso, Public Health Director, Madera County Public Health
Ryan McWherter, Executive Director, Madera Food Bank
Gino Chiramonte, Madera Police Dept.
Daniel Foss, Madera Police Dept.
Dale Hudak, Hope House
Blaine Dove, Hope House

Alfonso Lopez, Director, HOPE House
Jody Ketcheside, Turning Point
Anthony Duhon, Madera County
Julie Morgan, Assistant Director, Madera County Behavioral Health
Lizette Contreras, Director of Community Development
Alicia Gonzales, Executive Administrative Assistant
Martha Ramirez, Housing Services Manager

2. *Note complaints that have been received, etc.*

No complaints have been received.

3. *Evidence of collaboration with other agencies within the community.*

Please see the attached letters of support from various agencies related to this proposal, as well as copies of Housing the Homeless committee meeting agendas. Copies of letters were also e-mailed to Mr. Rojas.

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

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

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

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

HOUSING THE HOMELESS

Thursday, March 23, 2017
8:30 AM
Successor Agency
428 E. Yosemite Avenue

Agenda

- I. **Welcome – Linda M. Shaw, Executive Director – HACM**
- II. **Introduction of Guest Speaker – Charles Rigby, Chairman - HACM**
- III. **Jordan Gustafson, Business Development Mgr.- Bitwise Industries**
 - a. Fresno/Madera Continuum Care – CRM System
- IV. **Dennis Koch, Director - Madera Co. Behavioral Health**
 - a. No Place Like Home Grant
- V. **Elizabeth Wisener – Community Svcs. Program Manager – CAPMC**

MADERA'S HOMELESS & HOMELESS ASSISTANCE PROJECTS

- a. Update on Homeless Point in Time
- b. Madera County Homeless Assistance Projects
- c. Review Madera's Homeless Registry from VISPDATS

COORDINATED ACCESS SYSTEM

- a. Coordinated Entry Webinar – March 2017
- b. Draft of new Vulnerability Index Service Prioritization Decision Assistance Tool (VISPDAT) from FMCOC

POTENTIAL FUNDING OPPORTUNITIES

- a. Grants for the Benefit of Homeless Persons
- b. AB 74 Housing for a Healthy California: Reducing Medi-Cal Costs and Health Disparities

- VI. **Linda M. Shaw, Executive Director – HACM**
 - a. Community Land Trust
- VII. **Open Discussion – Charles Rigby, Chairman - HACM**

HOUSING THE HOMELESS

Friday, April 21, 2017
8:30 AM
Successor Agency
428 E. Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman
- II. CDBG Award for Pomona Project – Linda Shaw, Executive Director
- III. Implementation Plan– Charles Rigby, HACM Chairman
 - a. Target Population
 1. Size
 2. Eligibility
 - b. Service Delivery
 1. Current Provision
 2. Anticipated Provisions
 3. Level of Services – Will Oliver
 4. Types of Services
 5. What services can participants bring to the project
 - c. Transportation (what's available) – Will Oliver, HACM Chairman
 - d. Additional challenges and opportunities

HOUSING THE HOMELESS

Friday, June 02, 2017

9:00 AM

Pomona Ranch

11777 Woodward Way – Madera, CA

Agenda

- I. Welcome/Introductions – Will Oliver, HACM Vice-Chairman
- II. Implementation Plan – Will Oliver, HACM Vice-Chairman
- III. Pomona Ranch Tour – Linda Shaw
- IV. Target Population
- V. Number to Serve
- VI. Service Delivery
 - a. Current Provision
 - b. Anticipated Provisions
 - c. Level of Services – Will Oliver
 - d. Types of Services
 - e. What services can participants bring to the project
- VII. Additional Challenges and Opportunities

HOUSING THE HOMELESS

Monday, July 10, 2017

9:00 AM

Successor Agency
428 E. Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Service Delivery - Committee**
 - a. Current Provision
 - b. Anticipated Provisions
 - c. Level of Services – Will Oliver
 - d. Types of Services – Linda Shaw
 - e. What services can participants bring to the project
- III. Additional Challenges and Opportunities**

HOUSING THE HOMELESS

Thursday, August 10, 2017
9:00 AM
Successor Agency
428 E. Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Workshop – A Day in the Life a Program Participant**
- III. Prepare to Implement**
 - a. Signing Agreement w/OMS
 - b. Issue RFP for work
 - c. Begin Screening Applicants
 - d. Set up Offices w/Auxiliary Agencies
- IV. Additional Challenges and Opportunities**

HOUSING THE HOMELESS

Thursday, September 07, 2017

9:00 AM

Successor Agency
428 E. Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Implementation**
 - a. Case Studies - Attachment A
 - b. Overall Goals
 - c. Transition
 - d. Exit Strategy
 - e. Resource Calendar - Attachment B
- III. Additional Challenges and Opportunities**

HOUSING THE HOMELESS

Wednesday, October 04, 2017
8:00 AM
Pomona Ranch
11777 Woodward Way, Unit #49

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman
- II. Implementation
 - a. Service Animals Follow - Up
 - b. Meeting with Potential Landlords
 - c. OMS Agreement
 - d. Social Programming for Residents
 - e. Continued Discussion on Exit Strategy
- III. Additional Challenges and Opportunities

HOUSING THE HOMELESS

Wednesday, October 11, 2017
8:00 AM
John Wells Center
701 E. 5th Street, Madera

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman
- II. Implementation
 - a. Intake
 - b. Exit Strategy
 - c. Potential Candidates
 - d. Lease Agreements
 - e. Landlords
- III. Additional Challenges and Opportunities

HOUSING THE HOMELESS

Wednesday, October 18, 2017

9:00 AM

Camarena Health Corporate Building
730 North I Street, Suite 202

Agenda

- I. **Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. **Implementation**
 - a. Exit Strategy
 - b. Hope House Agreements
 - c. Lease Agreements
 - d. Landlords
- III. **Additional Challenges and Opportunities**

Housing the Homeless

Intake

Wednesday, October 18, 2017 @ 10:00 AM
Camarena Health Corporate Building
730 North I Street, Suite 202

Agenda

- I. Screening Process
- II. Identification
- III. Agency Referrals
- IV. Interagency Release
- V. Lease
- VI. Additional Challenges and Opportunities

HOUSING THE HOMELESS

Wednesday, October 25, 2017

2:30PM

Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions — Charles Rigby, HACM Chairman
- II. Implementation
 - a. Agency Referrals
 - b. Update on Intake Meetings
 - Security
 - Lease Agreements
 - Other
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Wednesday, November 01, 2017
9:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman
- II. Implementation
 - a. Referrals
 - b. Application
 - c. Lease Agreements
 - d. Resource Fair
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Wednesday, November 08, 2017

9:00AM

Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman
- II. Implementation
 - a. Referrals
 - b. Application Update
 - c. Intake
 - d. Ribbon Cutting
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Monday, December 04, 2017

9:00AM

Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman
- II. Implementation
 - a. Tenant Update
 - b. Referrals
 - c. Intake
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Wednesday, December 13, 2017
9:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Implementation**
 - a. Tenant Update
 - b. Delivery of Services
 - c. Ribbon Cutting Ceremony – December 12, 2017
- III. Additional Challenges and Opportunities**

POMONA RANCH PROJECT

Wednesday, January 17, 2018
9:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions -- Charles Rigby, HACM Chairman
- II. Implementation
 - a. Tenant Update
 - b. Delivery of Services
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Wednesday, February 07, 2018
10:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Commissioner**
- II. Implementation**
 - a. Tenant Update
 - b. Exit Strategy
 - c. CDBG Grant
- III. Additional Challenges and Opportunities**
 - a. Outreach – Notice/Postings Homeless Encampment

POMONA RANCH PROJECT

Wednesday, February 21, 2018

9:00AM

800 East Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Commissioner
- II. Implementation
 - a. Tenant Updates
 - b. Discharge Planning Meetings – 2/23/18
 - c. CDBG Grant
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Wednesday, March 07, 2018
9:00AM
Camarena Health Board Room

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Commissioner**
- II. Implementation**
 - a. Tenant Updates
 - b. Discharge Planning Meetings
- III. Additional Challenges and Opportunities**

POMONA RANCH PROJECT

Wednesday, March 21, 2018
9:00AM
Camarena Health Board Room

Agenda

- I. **Welcome/Introductions – Charles Rigby, HACM Commissioner**
- II. **Implementation**
 - a. Tenant Updates
- III. **Additional Challenges and Opportunities**

POMONA RANCH PROJECT

Wednesday, April 04, 2018

9:00AM

800 E. Yosemite Avenue

Agenda

- I. **Welcome/Introductions – Charles Rigby, HACM Commissioner**
- II. **Implementation**
 - a. Tenant Updates/Move-Outs
 - b. CDBG Funding
- III. **Additional Challenges and Opportunities**



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 W. FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 662-6040 / FAX (559) 673-3302 / TDD (559) 675-8970

ROBERT L. POYTHRESS
SUPERVISOR, DISTRICT 3

April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

RE: Pomona Ranch and Housing the Homeless

Dear Mr. Rojas,

I am aware of the funding request submitted by the Housing Authority of the City of Madera, asking you consideration of an application to house homeless families at Pomona Ranch. I fully support this project and ask that you give the Housing Authority an opportunity to address the serious homeless problem facing our community.

As former Mayor of Madera, I have experienced the issues caused by the lack of affordable housing. The Housing Authority of the City of Madera has been in the business of providing shelter to those who need it and is in a position to provide continuous shelter in an effort to solve this problem, especially during winter months.

Please give this application your fullest consideration and help the Housing Authority provide affordable housing to those who need it. The 2017 program was successful, with all of the participants finding long term residences. Please allow the Housing Authority of the City of Madera to further develop this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Poythress".

Robert Poythress
Madera County Supervisor



MADERA POLICE DEPARTMENT

Dino Lawson
Chief Of Police

April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

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We all know what it's like to need affordable and safe housing. The Housing Authority of the City of Madera has been in the business of providing shelter to those who need it and is in a position to provide continuous shelter in an effort to solve this problem, especially during winter months.

Please give this application your fullest consideration and help the Housing Authority provide affordable housing to those who need it. The 2017 program was successful, with all of the participants finding long term residences. Please allow the Housing Authority of the City of Madera to further develop this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Dino Lawson", written over a horizontal line.

Dino Lawson
Chief of Police
City of Madera



April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

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Sincerely,

Mattie Mendez
Executive Director

Cc: Madera City Council
Housing Authority City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director



MADERA COUNTY BEHAVIORAL HEALTH SERVICES

209 E. 7th Street / Madera, CA 93638

DENNIS P. KOCH, MPA
DIRECTOR OF BEHAVIORAL HEALTH SERVICES
MENTAL HEALTH DIRECTOR
• ALCOHOL/DRUG PROGRAM ADMINISTRATOR

P.O. BOX 1288
MADERA, CA 93639-1288
PHONE (559) 673-3508 TTY (800) 735-2922
CONFIDENTIAL FAX (559) 661-2818

April 9, 2018
Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

RE: Pomona Ranch and Housing the Homeless

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Sincerely,

Julie Morgan LCSW
Assistant Director
Madera County Behavioral Health

Cc: Madera City Council
Housing Authority City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director

April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

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Sincerely,



Cc: Madera City Council
Housing Authority City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director

CAMARENA HEALTH

We are community. We are family. We are health

April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

RE: Pomona Ranch and Housing the Homeless

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Sincerely,



Paulo A. Soares, MHA
Chief Executive Officer

Cc: Madera City Council
Housing Authority City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director

RECEIVED
4/13/18
2:30 PM

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019**

DATE SUBMITTED: 4/13/2018

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera Public Works Dept.

Address: 1030 South Gateway Drive, Madera, California 93637

Contact Person: John Scarborough Phone: 559-661-5466

Concurrence: 
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

The proposed project is the replacement of the roof at the Millview Community Center (MCC) located at 1901 Clinton Street. The City of Madera Facilities Maintenance Team describes the roof as having failed, and they strongly recommend replacement. See Attachment "A" - Photos

2. Need (Explain why project is needed.):

The existing roof is in very poor condition as numerous buckles have begun to form in the system. This buckling, along with the frequent need for temporary emergency repair, are the main reasons for the need to replace rather than restore the roof. The buckles in the roof system are formed by movement on the roof deck and weak or inflexible membranes which cannot hold up to this type of strain for long periods of time. The buckles have begun to break open causing major damage to the building and its interior. Many roof patches have been performed over the last several years, and the City Facilities Maintenance Division states that repairing the roof is no longer an adequate option. The maintenance and integrity of the structure is critical in order to assure the continuous and safe operation of the facility.

3. Estimated cost of project and source of estimate (if available):

\$95,000 – Internal Engineer's Estimate/Recent bid results

Please identify other sources of funds to implement this project:

None

4. Timetable (assuming final approval next July 1). Give starting date for activity.
Time needed to complete activity:

RFP Bid Period:	October, 2018
Award of Bid:	January, 2019
Project Completed:	June, 2019

C. ENVIRONMENTAL IMPACTS:

1. Historical:

- a. How old is the affected structure?
40 Years
- b. Will this project affect a historically significant (or potentially historic) structure?
No

2. Archeological:

- a. Will this project involve any ground disturbance?
No
- b. If so, how deep will excavation be and what is the volume of earth to be moved?
N/A

3. Water:

- a. Does this project involve a sewer or water system?
No

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

- a. Number of persons served annually:
Approximately 1,500 recreation program participants utilize the facility annually. In addition, the Madera Unified School District leases an adjacent school facility which houses its continuation program. Approximately fifty school students utilize the MCC daily for lunch and programmatic activities. The majority of these students are from low income or disadvantaged households.

2. Service Area:

City & County of Madera residents who are primarily low and moderate-income.

Number of City residents served annually:
3,000 or more individuals

Number of persons with disabilities or seniors served:
Approximately 200

3. How will the proposed project prevent or eliminate slums or blight?

Several Vision Madera 2025 Strategies focus on the importance of creating safe community facilities that promote; health, wellness, fellowship, life-long learning and leisure. The MCC Community Center is one of those places. Deteriorating infrastructure at a critical piece of the community's inventory sends a message to the neighboring residents about the community's commitment to health and wellness. The failing roof is sure to accelerate additional infrastructure issues, furthering the blight of the neighborhood adjacent to the community center.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. Include documentation of support for the proposal such as meeting minutes, letters and petitions.
2. Note complaints that have been received, etc.
 - Workers complain of a leaky roof and saturated ceiling tiles
 - Workers have complained about the hazard created by a wet floor from rain water coming through the ceiling
 - Program participants have been periodically displaced during periods of inclement weather
3. Evidence of collaboration with other agencies within the community.
 - Madera Unified School District-MUSD

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

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

DUE DATE:

April 13, 2018 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager -- Grants

Attachment A



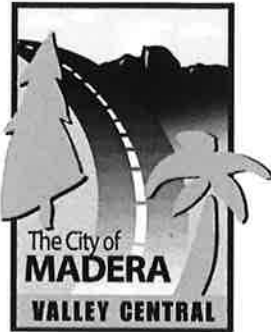
Attachment A



Attachment A



Report to City Council



Council Meeting of May 16, 2018
Agenda Item Number C-2

Approved by:

Wendy Silea
Department Director

Steve Frazer
City Administrator

Consideration of a Resolution Approving Health, Dental, Vision and Life/Long Term Disability Insurance Providers for Fiscal Year 2018-19 and Authorizing the City Administrator to Execute any Agreements or Related Documents

RECOMMENDATION

Staff recommends Council adopt the resolution approving the 2018-19 health, dental, vision, and life/long term disability insurance providers and authorizing the City Administrator to execute any required agreements or related documents.

HISTORY

The City of Madera offers health benefits to its employees through an IRS Section 125 cafeteria-style plan. The health benefits include medical, dental and vision insurance. The City's contribution towards individual employee health insurance is a negotiated item in the various Memorandums of Understanding (MOUs) between the City and bargaining units. All Memorandums of Understanding with the bargaining units state that the City has the right to determine the plan carriers. Employee units have input on plan design.

Additionally, the City offers life insurance and long term disability insurance to its employees. These benefits are also contained in the MOUs between the City and its bargaining units.

SITUATION

The City maintains the services of a health insurance consultant/broker to coordinate carrier quotes and coverage comparisons. Der Manuel Insurance Group (DMIG) out of Fresno currently provides this service.

The City's medical plan consists of a high deductible PPO purchased from a primary carrier with the City self-funding the deductible through what is known as a Wrap plan. The primary carrier processes claims first. If a claim is in-network and applied to the deductible, then the Wrap plan will pay as secondary payer. This plan structure has proven to be effective at reducing the City's overall cost of health insurance.

The primary insurer is currently United Healthcare (UHC) for the PPO. The Wrap plan is administered by Administrative Solutions, Inc. (ASi) out of Fresno, with funding from the City on deposit in a trust account for claims payment.

UHC offered the City a renewal at a 1.19% increase over current premiums. DMIG sought quotes from other reputable insurers for price comparison purposes. The City received proposals from Blue Shield and Cigna to continue the current plan style of the high deductible PPO with the self-funded Wrap plan. The City also received quotes from UHC and Blue Shield for fully-funded traditional HMO and PPO plans. Based on an evaluation of these quotes, the best option based on price is to continue the City's current plan structure of a high deductible PPO with the self-funded Wrap plan, but change the primary carrier to Blue Shield. The City previously utilized Blue Shield as the primary carrier, but at that time prescription drug benefits fell under the deductible. Blue Shield has proposed a plan design that matches the City's current offering under UHC, meaning the prescription drug benefits will not be considered part of the deductible and Blue Shield will cover prescriptions, less the enrollee's co-pay, from first dollar.

In an effort to address the over utilization of Urgent Care and Emergency Room Services, the City implemented a Teledoc service, Call A Doctor Plus, in plan year 2016-17. This service allows for telephonic medical advice from licensed physicians for non-emergency conditions. The service is able to prescribe medications to assist employees in meeting their medical needs. Based on utilization reports, the estimated savings from costs that would have been associated with Urgent Care visits, Emergency Room visits and medical office visits exceeded the premium paid for the services consistently since implementation of the plan. Employees have indicated that they like the service and find it easy and convenient to use. Staff is recommending the City continue to offer this service both as a benefit to employees as well as a cost-saving measure for the City. The service costs \$9.50/month/employee who enrolls in the City's medical plan and when services are used, there is no office visit charge to the employee or self-funded Wrap plan, nor is the employee charged a co-pay.

Dental insurance was placed with Principal Financial Group beginning with the 2015-16 plan year. The City experienced slightly high utilization, so design changes were recommended to out-of-network benefits only in plan year 2016-17. These changes were successful at curbing out-of-network utilization at that time, however the City continues to have high utilization overall for the plan. Principal Financial has offered a renewal at current rates with some slight modifications to their plan. DMIG obtained quotes on behalf of the City from Ameritas, Cigna, MetLife and Delta Dental. Of all the options presented, Ameritas provided the most competitive quote with comparable benefits to Principal Financial. The Ameritas quote was at a 13% reduction from Principal's 2017-18 plan premiums.

Vision insurance was placed with Superior Vision beginning with the 2015-16 plan year and at that time the City was given a 4-year rate. No changes are recommended for Vision Coverage.

Life and Long Term Disability insurance were placed with Lincoln Financial in 2010. Since that time, Lincoln has provided the City rate passes and held their rates to the 2010 pricing. Lincoln is once again offering the City a rate pass on renewal of these benefits. The City received a quote from Hartford, however after reviewing the plan offerings and proposed premiums, renewing the City's benefits with Lincoln is the better option.

It is recommended that Council approve the following providers for the 2018-19 plan year:

- Blue Shield as primary medical plan provider
- ASi as Administrator for the City's Wrap plan
- Call A Doctor Plus as a supplement to the medical plan
- Ameritas Life Insurance Company as the dental provider
- Superior Vision as the vision provider
- Lincoln Financial as the life/long term disability insurance provider

FISCAL IMPACT

Health plan premiums as well as the health insurance consultant's fees are paid by employees through payroll deductions. The City's contributions toward health insurance are negotiated with the bargaining units and contained in the applicable agreements. Should the Council approve moving forward with the switch to Blue Shield for health and Ameritas for dental, overall premiums for 2018-19 will be less than the City's current plan premiums in 2017-18 by approximately \$225,000.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Renewal of health and welfare benefits for City employees is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING HEALTH, DENTAL, VISION AND LIFE/LONG TERM DISABILITY INSURANCE
PROVIDERS FOR FISCAL YEAR 2018-19 AND AUTHORIZING THE CITY ADMINISTRATOR
TO EXECUTE ANY AGREEMENTS OR RELATED DOCUMENTS

WHEREAS, the City of Madera retains an insurance consultant/broker to annually evaluate and negotiate health, dental, vision, and life/long term disability insurance policies and premiums; and

WHEREAS, the insurance consultant/broker, Der Manouel Insurance Group, has provided information to the City regarding health, dental, vision and life/long term disability insurance options for plan year 2018-19; and

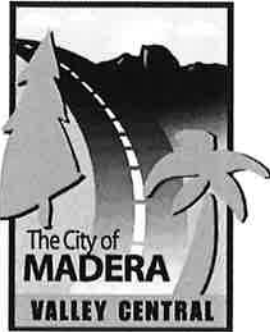
WHEREAS, the City of Madera wishes to provide said benefits to its employees through Blue Shiefl for medical insurance; Administrative Solutions, Inc. for administration of the self-funded Wrap plan; Providence Financial Group, LLC for the Call A Doctor Plus service; Ameritas Life Insurance Company for dental insurance; and Superior Vision for vision insurance.

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

1. The above recitals are true and correct.
2. Superior Vision is approved as the vision insurance provider for plan year 2018-19.
3. Ameritas Life Insurance Company is approved as the dental insurance provider for plan year 2018-19.
4. Blue Shield is approved as the medical insurance provider for plan year 2018-19.
5. Administrative Solutions Inc. is approved as the administrator for the self-funded Wrap plan for plan year 2018-19.
6. Call A Doctor Plus provided through Providence Financial Group, LLC is approved as the teledoc service provider for plan year 2018-19.
7. Lincoln Financial is approved as the life and long term disability insurance provider for plan year 2018-19.
8. The City Administrator is authorized to execute any agreements or related documents as approved by the City Attorney on behalf of the City of Madera to effectuate specific provider plans. Any executed agreements or related documents will be maintained on file with the Office of the City Clerk.
9. This resolution is effective immediately upon adoption.

* * * * *

Report to City Council



Council Meeting of May 16, 2018

Agenda Item Number C-3

Approved by:

Wendy Silva
Department Director

Steve Frazier
City Administrator

Consideration of a Resolution Approving an At-Will Employment Agreement with Dino Lawson for Chief of Police and Authorizing the City Administrator to Execute the Agreement

REQUESTED ACTION

Staff recommends Council adopt the resolution approving an At-Will Employment Agreement for Dino Lawson, Chief of Police, and authorizing the City Administrator to execute the agreement on behalf of the City.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

Announcement - *If approved, the proposed Chief of Police At-Will Employment Agreement would confirm Dino Lawson as the Chief of Police for the City of Madera. Compensation will be based on the City's adopted salary schedule at Range 554, Step E. Fringe benefits shall be the same as provided to other department head employees. The City's specific contribution to the health plan will be dependent upon the employee's enrollment level in said benefit. All applicable fringe benefits are captured in the At-Will Employment Agreement provided with this report. The proposed agreement also contains applicable openers should an adjustment to salary and/or fringe benefits be proposed by the City as a result of the management compensation study being conducted by Koff & Associates.*

SITUATION

Former Chief of Police Steve Frazier was appointed by the City Council as Interim City Administrator in December 2017. Since that time, Commander Dino Lawson has been serving as Interim Police Chief.

The City has an adopted policy for the hiring of at-will employees. At-will employees are those not covered by Civil Service, specifically department heads

and Council's direct reports. The policy allows for either recruitment of applicants or appointment of known individuals. Mr. Frazier desires to appoint Interim Chief Lawson as Chief of Police. Mr. Frazier believes that Interim Chief Lawson has demonstrated his ability to lead the department and to serve the City of Madera in this capacity during this interim period.

Mr. Frazier recognizes that the compensation study for management positions being performed by Koff & Associates is not yet complete, however, as of January 1, 2018, the City is now subject to Government Code §20480. This new law requires the City to pay a penalty of three times the Employer and Employee contribution to CalPERS for any out-of-class (interim) assignment that exceeds 960 hours in a fiscal year. If the City exceeds this hours threshold with an out-of-class assignment, the penalty is assessed on the total time in the out-of-class assignment, not the number of hours over the threshold.

To avoid these penalties and move the Police Department forward, Mr. Frazier is recommending an employment agreement be entered into with Interim Chief Lawson that is consistent with current pay and benefits for the position. **The proposed agreement includes an opener that will not trigger severance provisions should the City seek to modify the assigned salary range or any fringe benefits based on the management compensation study being conducted by Koff & Associates.** These provisions are found in two places within the proposed agreement.

1. Section 2: Termination and Severance Pay, Paragraph C states: Notwithstanding the above provisions, Employee and Employer acknowledge that compensation and fringe benefits of management positions are currently under review pending a study being performed by consultant Koff & Associates. Said study may result in an adjustment to salary and/or fringe benefits for management positions. If any adjustments to salary and/or fringe benefits are proposed by Employer as a result of this study, the severance provisions of this agreement will not apply.
2. Section 14: Reduction of Benefits states (emphasis added): Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except (1) to the degree of such reduction across-the-board for all Employees of the Employer, or (2) *to the degree adjustments are made to salary or fringe benefits based on the compensation study being performed by Koff & Associates for management positions.*

With these openers included, an At-Will Employment Agreement has been prepared to reflect compensation and benefits for the Chief of Police position. Based on an analysis of pay and benefits in his former position of Police Commander compared to the City's pay and benefits for Chief of Police, it is recommended that Interim Chief Lawson be placed at Step E on the established

salary range for the Chief of Police. This represents the first step on the assigned salary range for Chief of Police that represents an increase of at least 5%, taking into account the difference in CalPERS contributions made by Management employees compared to the City's other employees as well as education and incentive pay that will no longer be available. Specifically, under the agreement between the City and the Law Enforcement Mid Management Group, Interim Chief Lawson pays 3% of his reportable compensation to CalPERS and receives additional pay for education/certificate incentives. As Chief of Police, he will pay 12% to CalPERS and will no longer be eligible for the education/certificate incentives. The placement of an employee on the salary range at a step that represents a minimum 5% increase is normal City practice for promotions and is captured in Personnel Rule XII Salary and Merit Increases, Section 2 Assigned to Salary Schedule, (b) which states:

When an employee is advanced from one position to another of a higher level, he shall receive not less than the equivalent of one step increase and shall have a new anniversary date established for the new position.

For purposes of applying this Personnel Rule, one step on the City's adopted salary schedule is equivalent to 5%.

FISCAL IMPACT

Adequate funds have been budgeted in the adopted budget for the position of Chief of Police. As Chief Lawson would come in at a lower step than the former Chief, there will be salary savings over the budgeted compensation for the position.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the appointment 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.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AT WILL EMPLOYMENT AGREEMENT WITH
DINO LAWSON FOR CHIEF OF POLICE AND AUTHORIZING THE
CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Madera (the "City") desires to employ Charlie Dino Lawson as the Chief of Police (the "Employee") to provide the services as outlined by the Chief of Police Job Description, Madera Municipal Code, and State Law; and

WHEREAS, it is the desire of the City to provide a salary and to establish certain conditions of employment, and to set working conditions of said Employee in the position; and

WHEREAS, the City Council of the City of Madera deems it appropriate to approve the employment agreement as proposed with openers allowing modification of salary and fringe benefits based on the compensation study for management positions being conducted by Koff & Associates.

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 Employment Agreement between the City and Charlie Dino Lawson for the position of Chief of Police is hereby approved. The Agreement is on file with the Office of the City Clerk and referred to for more particulars.
3. The City Administrator is authorized to execute the Agreement on behalf of the City of Madera.
4. The City Finance Department is hereby directed to take all actions necessary to implement the Agreement.
5. This resolution is effective immediately upon adoption.

* * * * *

CHIEF OF POLICE AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 16th day of May 2018, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Charlie Dino Lawson (hereinafter referred to as "Chief of Police"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Charlie Dino Lawson as Chief of Police for the City of Madera; and

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

WHEREAS, Charlie Dino Lawson desires to be employed as Chief of Police for said City of Madera.

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

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on May 26, 2018. The Employer will provide written notice to the Chief of Police on or before February 25, 2021 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Chief of Police of the newly proposed term at the time of its offer to renew. The Chief of Police must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Chief of Police shall at all times serve at the pleasure of the Administrator. This means that the Chief of Police is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Chief of Police at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief of Police to resign at any time, after May 26, 2018, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

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

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

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.
- C. Notwithstanding the above provisions, Employee and Employer acknowledge that compensation and fringe benefits of management positions are currently under review pending a study being performed by consultant Koff & Associates. Said study may result in an adjustment to salary and/or fringe benefits for management positions. If any adjustments to salary and/or fringe benefits are proposed by Employer as a result of this study, the severance provisions of this agreement will not apply.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Chief of Police to perform the functions and duties of such office as set forth in the Chief of Police Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Administrator may from time to time assign.
- B. The Chief of Police is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief of Police.

- C. The Chief of Police shall not be involved in any outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Chief of Police's employment with the City. However, Employee may engage in teaching for up to five (5) hours per week without prior written approval of the Administrator.
- D. The Chief of Police will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Chief of Police becomes mentally or physically incapable of performing the Chief of Police job duties, the Employer will comply with the law in regard to separating the Police Chief from employment.

Section 4: PERFORMANCE EVALUATION

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

Section 5: SALARY

Employer agrees to pay the Chief of Police for his services rendered pursuant hereto a base salary of \$6,327.70 bi-weekly (City of Madera Salary Schedule Range 554, Step E), effective February 21, 2018, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

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

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee will receive Annual Leave to be used at his discretion. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Because this agreement is effectuated mid-fiscal year, Employee's initial credit of Annual Leave on May 26, 2018 will be 53 hours. Any annual leave not taken on or before June 30, 2018 shall be paid to the Employee as additional salary at the end of the fiscal year at the hourly rate then in effect.

Effective July 1, 2018, Employee shall annually be entitled to receive 25 days of Annual Leave to be credited to his account on July 1 of each year of the contract, with one hour credited for each hour used up to an additional 160 hours credited. Any annual leave not taken on or before the following June 30 shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the additional hours credited bank.

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

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

Employee has a vacation leave balance from prior employment with the City of Madera. Employer desires that any and all vacation leave balance as of May 16, 2018 shall be paid out currently so that the liability will be extinguished and not increase. Accordingly such balance shall be reduced and payment made therefore to Employee in 52 equal installments payable each payroll cycle commencing the pay period that begins May 26, 2018.

B. Sick Leave Cash Out

Because of prior service with the City of Madera, Employee will have a sick leave balance consistent with Section 6.A. of this Agreement. Employee may convert a percentage of sick leave time on the books to cash per resignation, retirement or

termination from the City, or elect to have such time used as CalPERS Service Credit or to purchase Medical Benefits upon retirement.

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

Cash-Out Without Health Insurance: (Option #1)

5 years of service - 10% cash-out unused sick leave on books

10 years of service - 25% cash-out unused sick leave on books

15 years of service - 30% cash-out unused sick leave on books

20 years of service - 50% cash-out unused sick leave on books

The percentage of cash-out shall be prorated based upon the number of years in service, to a maximum of 50%.

Cash-Out With Health Insurance: (Option #2)

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

Purchase of Medical Insurance: (Option #3)

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

Sick Leave Conversion: (Option #4)

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

C. Disability, Health, and Life Insurance

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

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective as of July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

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

D. Retirement

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

E. Longevity Pay

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

F. City Provided Automobile

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

G. Bereavement Leave

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

H. City Paid Health Insurance Upon Retirement

Upon retirement, if the Chief of Police has twenty years of service with the City, at least three (3) of which are in the position of Chief of Police, and Employee is

eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

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

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

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

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

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

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

I. Retiree Paid Health Insurance

If the Chief of Police does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.H. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are

available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan, the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

J. Other

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

Section 7: TERMINATION

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

Section 8: CONFLICT OF INTEREST

- A. The Chief of Police shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. The Chief of Police shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Chief of Police's employment.
- C. The Chief of Police is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 9: DUES AND SUBSCRIPTIONS

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

necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

Section 10: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which employee serves as a member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.
- C. All travel and subsistence expenses will be paid/reimbursed in accordance with the City of Madera Travel and Business Expense Policy.

Section 11: INDEMNIFICATION

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

Section 12: BONDING

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

Section 13: NOTICES

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

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

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

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

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except (1) to the degree of such reduction across-the-board for all Employees of the Employer, or (2) to the degree adjustments are made to salary or fringe benefits based on the compensation study being performed by Koff & Associates for management positions.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief of Police; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing May 26, 2018.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

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

EMPLOYEE

CITY OF MADERA



Charlie Dino Lawson, Employee

Steve Frazier, Interim City Administrator

ATTEST:

APPROVED AS TO FORM:

Sonia Alvarez, City Clerk

Brent Richardson, City Attorney



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:

Department Director

Council Meeting of May 16, 2018

Agenda Item Number C-4

City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING PROJECT COOPERATION AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA IRRIGATION DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

That the City Council approve:

Resolution No. 18-___ Approving a Project Cooperation Agreement Between the City of Madera and Madera Irrigation District

SUMMARY:

The City of Madera and the Madera Irrigation District (MID) have identified a project that, when complete will serve to increase opportunities for recharge of the local aquifer within the limits of the City and the region in general. The proposed project seeks to provide a physical pipe connection between Madera Irrigation District facilities and one of the City's storm drainage retention basins. This connection will allow for the diversion of storm water or excess irrigation water in the adjacent MID canal that would normally pass through the City.

DISCUSSION:

In recent years, the City and the Madera Irrigation District (MID) have discussed ways in which the City and MID can jointly participate in programs and activities that benefit the groundwater table. One of those ways includes sending additional water to existing storm drainage retention basins

Engineering

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

www.cityofmadera.ca.gov

within the city that can accommodate additional water supplies that were not originally anticipated. This additional water, once percolated, assists in the City and region's efforts in balancing demands on the water table against concerted efforts to recharge the water table. This proposal has already been successfully tested in the County at a basin north of Ellis Avenue and east of Country Club Drive where storm water is pumped from the MID canal west of Country Club Drive. Staff feels the project proposed as part of this action is preferred over the County basin in that pumps and personnel to operate them are not required.

The estimated total cost of this project is approximately \$28,100. Of this, the City would contribute \$11,700 in direct funding for the purchase of materials while the MID would contribute \$16,400 in the form of MID owned equipment and labor. The funding proposed by staff for this project is from the Water Conservation Program. The collection of these funds was approved by City Council on July 15, 2015, when tiers were initiated to reward water conservation. The approved rate increases were necessary to keep pace with increasing operational costs and to make essential repairs and improvements to infrastructure. The rates were designed to support and optimize conservation, as well as affordability for essential needs. Based on the identified goals of this funding, this project and others like it are ideally suited for using these funds.

The MID Board of Directors will be acting on the Project Cooperation Agreement at their May 15, 2018, scheduled meeting.

FINANCIAL IMPACT:

There is no adverse fiscal impact to the City's General Fund or other Funds. Water Conservation Program Funds will be used for the City share of the project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

RESOLUTION NO. 18 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A PROJECT COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA IRRIGATION DISTRICT AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF
THE CITY**

WHEREAS, the City of Madera and Madera Irrigation District recognize the importance and value in increasing opportunities to promote and enhance groundwater recharge in the Madera Subbasin; and

WHEREAS, the City and Madera Irrigation District have identified a project that has the potential for assisting in recharge of groundwater in the Madera Subbasin; and

WHEREAS, City of Madera and Irrigation District agree to share in the cost associated with the installation of the Pipe, and equally the benefit of the groundwater recharge.

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 Project Cooperation Agreement Between the City of Madera and Madera Irrigation District, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.
3. The Mayor is authorized to execute said agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**PROJECT COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND
MADERA IRRIGATION DISTRICT**

This Project Cooperation Agreement (the "**Agreement**") is dated as of May ____, 2018, (the "**Effective Date**"), by and between Madera Irrigation District (the "**District**") and the City of Madera (the "**City**"). The District and the City are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, the City owns and operates a water basin located on Parcels 006-380-006 and 006-380-011 that is capable of capturing storm water (collectively, the "**City Facilities**"); and

WHEREAS, under appropriate circumstances, the Parties believe that, through greater cooperation between the Parties, City Facilities may be used more efficiently, and may provide increased benefits for both the District and City, including the promotion and enhancement of groundwater recharge in the Madera Subbasin; and

WHEREAS, the City presently lacks a means of conveying surface water from the District's existing facilities known as District Lateral 24.2-14.2 (the "**District Facilities**") to the City Facilities to provide such potential benefits; and

WHEREAS, to convey surface water from the District Facilities to the City Facilities, the Parties contemplate jointly undertaking the installation of a drainage pipe approximately 120 feet in length, meter box, and related appurtenances from the open canal to the basin in a location more particularly described in Exhibit "A" to this Agreement (the "**Pipe**"); and

WHEREAS, the Parties seek to share in the cost associated with the installation of the Pipe, and allocate the groundwater recharge benefit to the Parties associated with the use of the Pipe and the City Facilities, as provided herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. Term. The term of this Agreement will commence upon the Effective Date, and will continue for a period of ten (10) years, unless terminated earlier under Paragraph 11 of this Agreement.

2. Design and Installation of Pipe. The District, by and through its employees or contractors, shall design, and construct the Pipe. The Pipe shall be constructed in a workmanlike manner, and with reasonable diligence and skill, and the District shall install the Pipe between the District facilities and the City basin.

A. The City shall reimburse to the District for all of the cost of the materials required by the District to install the Pipe. The District shall prepare as-built plans, obtain appropriate permits for construction and provide/procure labor at its own expense.

B. Following its installation, the Pipe shall be City property downstream of the meter box.

3. ***Operation of Pipe and City Facilities.*** Following the initial installation of the Pipe by the District as provided in Paragraph 2 hereunder, the City shall be solely and exclusively responsible for the operation and maintenance of the Pipe and the City Facilities, including but not limited to the costs of labor, equipment rental, and permitting not associated with initial construction, subject to the terms and conditions provided herein.

A. The City shall operate the Pipe and the City Facilities in a manner consistent with all applicable local, state and federal laws and regulations.

B. The City shall notify the District in writing prior to making any alterations, additions, or improvements to the Pipe.

4. ***Acceptance of Surface Water by the City.*** In the event the District has excess surface water supplies that are capable of being diverted to storage in the City Facilities the District will make these supplies available at its sole discretion and at no cost to the City. The City shall accept the delivery of such water contingent upon City's determination that such water can be accepted without creating basin capacity concerns, and convey such water through the Pipe into the City Facilities, in an amount equal to or less than the capacity of the Pipe and/or the City Facilities.

5. ***Allocation of Groundwater Benefit.*** The Parties shall share equally (50% and 50%) in the groundwater recharge benefit for any water delivered to the City Facilities by either Party. The groundwater recharge benefit will be determined based on volumetric meter readings. The volume will be measured in acre feet, to the nearest tenth of an acre foot, using a meter owned by the District, at a meter located on the Lateral 24.2-14.2 Canal access road near the southeast corner of the basin. The District will submit annual readings and volumetric calculations to the City.

6. ***Inclusion of Additional Facilities By Mutual Agreement.*** The Parties may, by mutual written agreement, include any additional storage facilities operated by the City as "City Facilities" under this Agreement.

7. ***Responsibility of Both Parties With Respect to their Own Facilities.*** Nothing herein shall be construed as affecting the Parties' existing obligations to maintain all of their existing facilities at their own sole cost and expense. The Parties will each be responsible for all costs, including labor, equipment rental, and permitting, required to maintain and operate any facilities each Party owns, and one Party shall not look to the other Party for any such costs.

8. ***Insurance.*** The Parties shall each include the other Party as an additional insured on their respective liability insurance coverage, which coverage shall be in a liability amount of at least One Million Dollars (\$1,000,000.00) combined single limit, or the amount generally carried by the Parties, whichever shall be higher. The Parties shall be named by the other Party as an additional insured by endorsement of the liability policies required by this Paragraph and such endorsement shall name the entity, its officers, officials, employees, and agents. The endorsement shall require the insurer to provide the additional insured with not less than thirty (30) days prior written notice before any cancellation of the coverage required by this Paragraph. The payment of any such deductible or self-insured retention of liability amounts shall be the sole responsibility of the insured Party. The Parties shall provide the other Party with a certificate of insurance reflecting the insurance coverage required by this Paragraph as soon as practicable after the Effective Date. Such certificates shall also be provided upon renewal of said policies and changes in carriers. If the District utilizes the services of outside design professionals, contractors or any other service providers in the course of designing or constructing the Pipe, the District will obtain appropriate general liability and automobile liability

coverage naming both the District and City as additional insured as well as proof of professional liability and workers' compensation coverage with waiver of subrogation in favor of the District and City.

9. *Indemnification.*

A. The City shall at all times indemnify and save harmless the District against and pay in full all losses, damages, or expenses the District may sustain, incur or become liable for, resulting in any manner from the City's maintenance and operation of the City Facilities, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, and (e) failure to comply with any legal requirements. It is the intention of the Parties that the District's right to indemnity hereunder shall be valid and enforceable against the City regardless of negligence (whether active or passive) on the part of the District, and its officers, agents and employees, unless such injury is a result of the sole negligence of the District.

B. The District shall at all times indemnify and save harmless the City against and pay in full all losses, damages, or expenses the City may sustain, incur or become liable for, resulting in any manner from the District's work under paragraph 2 herein and also due to the District's maintenance and operation of the District Facilities, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, and (e) failure to comply with any legal requirements. It is the intention of the Parties that the City's right to indemnity hereunder shall be valid and enforceable against the District regardless of negligence (whether active or passive) on the part of the City, and its officers, agents and employees, unless such injury is a result of the sole negligence of the City.

10. *Defense.*

A. Upon written Notice from the District, the City agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the District by any public body, individual, partnership, corporation, or other legal entity, relating to any matter related to the City's operation of the City Facilities. The City shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

B. Upon written Notice from the City, the District agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter related to the District's operation of the District Facilities or resulting from the District's work under paragraph 2 herein. The District shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

11. **Termination.** This Agreement may be terminated at any time prior to its expiration by providing written Notice to the other Party pursuant to Paragraph 15 below. The Agreement will automatically terminate, without further action of either Party, on the ninetieth (90th) day following the date upon which such Notice is deemed effective under Paragraph 15 below (the "*Date of Termination*"). All groundwater recharged under Paragraph 5 up to and including the Date of Termination will be recorded and allocated pursuant to Paragraph 5 above. The groundwater recharge benefit for any water recorded and allocated under this Agreement shall continue past the Date of Termination.

12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations hereunder assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by both parties. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party hereto has cooperated in the drafting and preparation of this Agreement.

13. **Amendments.** This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.

14. **Severability.** In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.

15. **Notice.** Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement ("*Notice*") shall be given in writing to the Parties at their respective addresses set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this Section:

TO THE DISTRICT:

Madera Irrigation District
12152 Road 28^{1/4}
Madera, CA 93637
Attn: General Manager

TO THE CITY:

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

Notice under this Paragraph may be transmitted (i) by personal delivery, (ii) by delivery by messenger, express or air courier or similar courier, and (iii) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Notice shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Notice was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Notice; provided, any Notice delivered after 5:00 P.M. local time of place of receipt, or on a day other than a Business Day, shall be deemed received on the next succeeding Business Day.

16. **Liens.** A Party shall not permit to be placed against any property or facility of the other Party, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens. The Parties each agree to hold the other Party harmless for any loss or expense,

including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the property or facility that is not owned or operated by that Party.

17. Execution of Additional Documents. In addition to, and without replacing any other terms or provisions of this Agreement, each party further assures and represents to each other party that it will execute such other documents and take such other actions as may be reasonably necessary to further the purpose of this Agreement.

18. No Third-Party Beneficiary Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

19. No Assignment. Neither Party may assign this Agreement, or any of their respective rights or obligations hereunder, to any other person.

20. Interpretation. Headings in this Agreement are used for convenience only and shall have no force or effect regarding its interpretation or construction. The Parties have each participated in the drafting of this Agreement, and none of the Parties hereto shall be deemed to be the author of this Agreement, and any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

21. Warranty of Authority. Each Party represents and warrants to the other that it has the right, power, and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with each Parties' obligations hereunder.

22. Exhibits. Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all of the Parties have signed a counterpart of this Agreement. All counterparts so executed shall constitute an Agreement binding on all of the Parties notwithstanding that all of the Parties are not signatories to the same counterpart. Each of the Parties agree that a fully executed copy of this Agreement may be enforced as though it were an original.

24. Recitals. The "Recitals" stated above are hereby incorporated into this Settlement Agreement.

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IN WITNESS WHEREOF, the foregoing Agreement is executed on the date and year first above-written.

CITY OF MADERA

Andrew J. Medellin, Mayor

ATTEST:

MADERA IRRIGATION DISTRICT

City Clerk

By: _____

Title: _____

Approved as to Legal Form:







By: _____
City Attorney

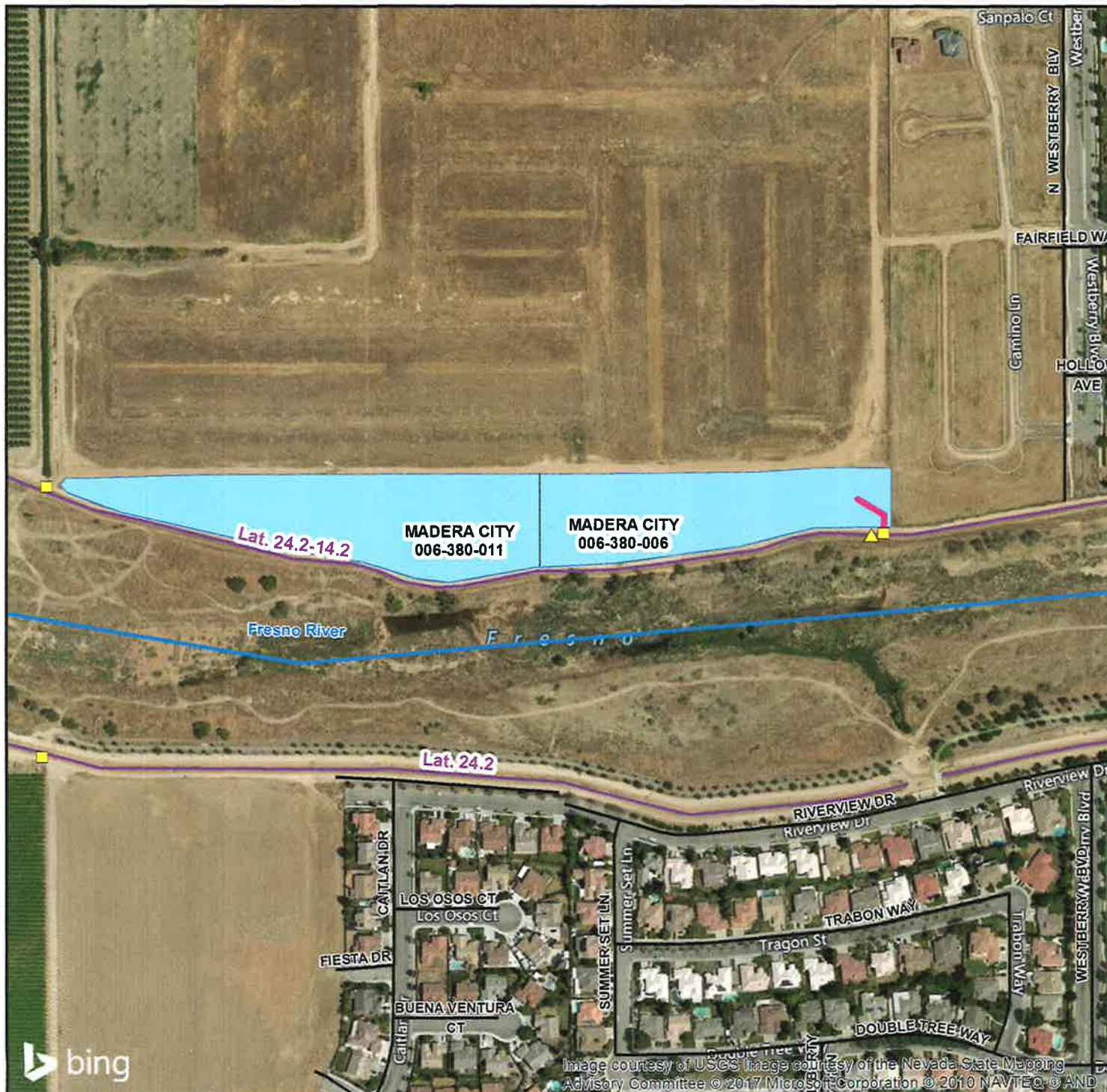
ACCOUNT NUMBER(S)

J:\wdocs\01246\034\AGT\00396485.DOCX

EXHIBIT "A" BERRY HOME RANCH BASIN CONNECTION TO LATERAL 24.2-14.2

Legend

-  Weir
-  Turnout Structure
-  Proposed Pipe
-  Canal
-  Waterways
-  Basins



Date:
2/16/2017

Author:
Anourack K.



EXHIBIT B

Madera Irrigation District
12152 Road 28 1/4
Madera, CA 93637-9199

Construction Cost Estimate

Date: 1/23/2017 Owner: _____
Owner: City of Madera Approval Signature _____ Date _____
Canal/Pipeline: Lateral 24.2-14.2 (Berry Home Ranch)
APN: 306-380-006 MID: _____
JOB #: TBD Approval Signature _____ Date _____
Construction Days: 5
Project Description: Install canal gate on the north side of the Lat. 24.2-14.2 to make connection to the Berry Home Ranch Basin. Add hard pan rip rap in canal around turnout structure. Install and connect new meter box and meter. Install 15" PVC pipe to concrete outfall structure and add hard pan rip rap in basin as needed. Add a new 4' pedestrian walk gate north of the turnout structure.
Upon City request, optional additional fence repairs needed on the south side of basin fencing.

Material	Quantity	Units	Cost Per Unit	Cost
1 6' Meter Box	6	ft	\$ 150	\$ 900
2 Trash Screen	1	ea	\$ 300	\$ 300
3 15" Stainless Steel Mechanical Associates Canal Gate	1	ea	\$ 1,200	\$ 1,200
4 15" PVC SDR-41 (100psi) Gasketed Pipe	120	ft	\$ 15	\$ 1,800
5 4" PVC Air Vent	1	lump sum	\$ 50	\$ 50
6 15" PVC SDR-41 (100psi) 45 Degree Elbow	2	ea	\$ 350	\$ 700
7 Concrete (Collars, Post Footings)	4	cy	\$ 115	\$ 460
8 15" Open Flow Meter	1	ea	\$ 2,500	\$ 2,500
9 Steel Meter Box Cover	1	ea	\$ 300	\$ 300
10 4' wide Chain Link Pedestrian Walk Gate	1	ea	\$ 1,000	\$ 1,000
11 Miscellaneous Materials (wood, sand, paint, bolts, etc.)	1	lump sum	\$ 500	\$ 500

Material Subtotal: \$ 9,700

10% Contingency: \$ 1,000

Material Total: \$ 10,700

Testing \$ 1,000

City of Madera Total \$ 11,700

Labor	Quantity	Units	Cost Per Unit	Cost
1 Maintenance Workers 3 @ 40 hrs	120	hrs	\$ 49	\$ 5,880
2 Excavator Operator	40	hrs	\$ 53	\$ 2,120
3 Dump Truck	16	hrs	\$ 45	\$ 720
4 Freightliner Truck Operator	3	hrs	\$ 45	\$ 135
5 Maintenance Foreman	8	hrs	\$ 54	\$ 432

Labor Subtotal: \$ 9,300

10% Contingency: \$ 1,000

Labor Total: \$ 10,300

Equipment	Quantity	Units	Cost Per Unit	Cost
1 Excavator	40	hrs	\$ 60	\$ 2,400
2 Freightliner Truck	3	hrs	\$ 70	\$ 210
3 Maintenance Truck	40	hrs	\$ 30	\$ 1,200
4 Laser Level	16	hrs	\$ 5	\$ 80
5 Pickup Truck	40	hrs	\$ 10	\$ 400
6 Wacker Compactor	24	hrs	\$ 3	\$ 72

Equipment Subtotal: \$ 4,400

10% Contingency: \$ 500

Equipment Total: \$ 4,900

Engineering \$ 1,200

MID Total \$ 16,400

Notes:

- 1.) This estimate assumes there are no existing utility conflicts.
- 2.) This estimate assumes all work will be completed during irrigation off season in dry conditions.
- 3.) This estimate assumes that City will mow basin prior to construction.



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF May 16, 2018

AGENDA ITEM NUMBER E-1

APPROVED BY


GRANT ADMINISTRATOR


CITY ADMINISTRATOR

SUBJECT:

REQUEST FOR COUNCIL TO ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT ON BEHALF OF THE CITY FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution and authorize the Mayor to sign the letter of support.

SUMMARY:

The Department of Homeland Security's (DHS) Fiscal Year 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Program is a funding initiative designed to strengthen the nation's ability to respond to fire and fire-related hazards and improve the nation's overall level of preparedness. The goal is to enhance the ability of recipients to attain and maintain 24-hour fire department staffing and to assure that their communities have adequate protection from fire and fire-related hazards.

The SAFER Program is composed of two activities, the Hiring Activity and the Recruitment and Retention of Volunteer Firefighters Activity. City staff submitted a grant application on behalf of the Fire Department for the Hiring Activity. In awarding grants, the Administrator of FEMA considers the following:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards; and

- The extent of an applicant's need for a SAFER grant and the need to protect the United States.

The enhanced staffing levels of all SAFER recipients should ensure that all first-arriving apparatus are staffed with a minimum of four qualified personnel capable of initiating the suppression response. The minimum of four qualified personnel meets the National Fire Protection Association (NFPA) 1710/1720 standards.

The grant application proposes to hire eight (8) new firefighters with SAFER grant funding to fill staffing needs for the new fire station under current development to be constructed with Measure K Public Safety tax. These positions are needed because Madera City Fire Department has never met the required amount of full-time firefighter personnel needed to maintain minimum NFPA and OSHA-compliant (Occupational Safety and Health Administration) staffing standards. NFPA 1720 standards recommend that the department deploy 14 career firefighters to fire emergencies at least 80 percent of the time; however, when the Department has only 6 career firefighters available at any given time, it cannot meet NFPA standards.

Limited staffing translates directly to reduced levels of service. This affects the Insurance Service Office (ISO) Public Protection Classification (PPC) rating for property owners. Cities with high ISO ratings frequently have greater insurance rates and premiums compared to cities with more readily-available fire protection services. Consequently, a greater economic hardship is imposed on cities and residents. Adding more staff to the stations will help increase firefighter safety and lower the ISO ratings in the City of Madera.

The attached letter of support confirms the City of Madera's commitment to SAFER pre- and post-award requirements. Upon acceptance of an award and during the period of performance of the grant, firefighter staffing levels shall be maintained, no lay-offs shall occur, and continued employment of the eight (8) full-time, non-job share positions shall be provided for in the City of Madera's Fire Department budget. Please refer to Attachment A, for a copy of the proposed support letter.

The grant is for a three-year period. For the first and second years, the Federal share of a first-year firefighter's annual costs is covered at 75 percent, resulting in a 25 percent City contribution. The third-year Federal share is 35 percent, and a 65 percent City contribution. Over the three-year period, the total Federal share is \$5,643,655 and the total City share is \$3,508,217.

FINANCIAL IMPACT:

An award of a SAFER grant reduces impacts to the General Fund. Grant funds, if awarded, would supplement Measure K funds to cover the positions. It is projected that Measure K Public Safety tax will provide for the continued employment of the eight (8) firefighters thereafter.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The SAFER grant addresses the following Strategy and Actions.

Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

Action 421.1: Continue to recruit qualified, motivated safety personnel to meet national standard of sworn and non-sworn personnel per thousand population.

Actions 421.2: Develop a plan to increase staffing in fire service to meet levels to be determined.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN A LETTER OF
SUPPORT ON BEHALF OF THE CITY FOR THE STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE GRANT APPLICATION TO THE U.S.
DEPARTMENT OF HOMELAND SECURITY FEDERAL
EMERGENCY MANAGEMENT AGENCY**

WHEREAS, the SAFER funding initiative is designed to strengthen the nation's ability to respond to fire and fire-related hazards and improve the nation's overall level of preparedness; and

WHEREAS, the goal is to enhance the ability of recipients to attain and maintain 24-hour fire department staffing and to assure that their communities have adequate protection from fire and fire-related hazards; and

WHEREAS, The City applied on behalf of the Fire Department for the Hiring Activity; and

WHEREAS, all SAFER recipients shall ensure that all first-arriving apparatus are staffed with a minimum of four qualified personnel capable of initiating the suppression response; and

WHEREAS, the grant application proposes to hire eight (8) new firefighters with SAFER grant funding to fill staffing needs for the new fire station constructed with Measure K Public Safety tax; and

WHEREAS, the attached letter of support confirms the City of Madera's commitment to SAFER pre- and post-award requirements.

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

1. The above recitals are true and correct.
2. The City of Madera supports the grant application for Staffing for Adequate Fire and Emergency Response, as addressed in the letter of support, a copy of which is on file in the office of the City Clerk.
3. The Mayor of the City of Madera is hereby authorized to sign said letter on behalf of the City.
4. This Resolution is effective immediately upon adoption.

Attachment A

May 17, 2018



Catherine Patterson
Branch Chief
Staffing for Adequate Fire and
Emergency Response (SAFER)
firegrants@fema.dhs.gov

Re: City of Madera SAFER Grant Application Letter of Support

Dear Ms. Patterson:

The City of Madera submitted the SAFER electronic grant application April 27, 2018. This letter confirms the City of Madera's commitment as follows:

- The City of Madera is committed to fulfilling the SAFER grant requirements upon acceptance of the award.
- During the period of performance of the grant, firefighter staffing levels shall be maintained.
- No lay-offs shall occur during the period of performance of the grant.
- Eight (8) full-time, non-job share positions shall be filled during the period of performance of the grant.
- The City of Madera Fire Department budget shall provide for the continued employment of the eight (8) full-time, non-job share positions following the period of performance of the grant.
- The City of Madera is committed to the budget submitted in the application and referenced in Budget Matrix below.

Budget Matrix				
	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	Total
Personnel	1,646,496	1,646,496	1,646,496	4,939,488
Benefits	1,404,128	1,404,128	1,404,128	4,212,384
Other – Additional Funding	0	0	0	0
Total:	3,050,624	3,050,624	3,050,624	9,151,872
Total Applicant Share	762,656	762,656	1,982,905	3,508,217
Total Federal Share	2,287,968	2,287,968	1,067,719	5,643,655

Thank you for your time and attention. If there are questions, then do not hesitate to contact Ms. Ivette Iraheta, Grants Administrator; iiraheta@cityofmadera.com, 559-661-3692.

Very truly yours,

Andrew J. Medellin
Mayor

/jr