Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

CORRECTED

NOTICE AND AGENDA

Wednesday, May 17, 2023
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 899 3525 5118 #. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

ROLL CALL: Mayor Santos Garcia
Mayor Pro Tem Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: 1) Recognition of MadTown Robotics Team 1323 – World Champions

2) Proclamation Recognizing Educator of the Year - Blanca Bishop

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Capital Improvement Program (CIP) – Streets, Active Transportation and Storm Drainage for Fiscal Year (FY) 2023/24 to FY 2027/28

Recommendation: Consider the information presented and provide input and direction on the 5-year CIP for streets, active transportation (including multi-modal projects), and storm drainage projects (Report by Keith Helmuth)

B. CONSENT CALENDAR:

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

B-1 Minutes – April 5, 2023

Recommendation: Approve the City Council Minutes of April 5, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for April 22, 2023 to May 5, 2023 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required. (Report by Wendy Silva)

B-4 Acceptance of Payment from City's Own Insurance Pool for Water Damage to the Frank Bergon Senior Center

Recommendation: Adopt a Minute Order Accepting an Insurance Payment from the City's Own Insurance Pool for Water Damage Repairs to the Frank Bergon Senior Center in the amount of $39,824.31 (Report by Wendy Silva)

B-5 Outside City Limits Water Connection for 16385 North D Street (APN 038-082-002)

Recommendation: Adopt a Resolution Approving an Agreement between the City and Carol D. Moore, Carl Armentrout, and Terry Armentrout for connection to the City's Water System (Report by Keith Helmuth)

B-6 Local State of Emergency Related to the Closure of Madera Community Hospital

Recommendation: Adopt a Resolution Continuing to Support Madera County's Proclamation of a Local Emergency due to the Closure of Madera Community Hospital for 30 days (Report by Arnoldo Rodriguez)

B-7 Piggyback Purchase Agreements for Transit and Fleet Division-related Purchases

Recommendation: Adopt Resolutions Approving Piggyback Purchase Agreements as follows:

1) Approving Sourcewell Piggyback Agreements for the Purchases from:
   a. Mohawk Lifts of four post lifts for mechanic shop for $153,000
   b. Schwarze Industries, Inc. of a street sweeper for $381,000
   c. 72 Hour LLC dba National Auto Fleet Group for a Police pickup for $36,000
   d. Kubota Tractor Corporation through Pioneer Tractor for $91,000; and
   e. ALTEC Industries of Aerial Truck for $142,000

2) The State of California piggyback agreement for the purchases from:
   a. Downtown Ford of Sacramento of three Ford utility trucks for $230,000
   b. Cappo Management dba Freeway Toyota of one Police sedan for $36,000
   c. Folsom Lake Ford of three patrol vehicles for $165,000, and
   d. Cappo Management dba Freeway Toyota of two pickups for Sewer and Water Maintenance for $60,000

3) The Los Angeles County Sheriff's Office piggyback agreement for the purchase from RCA Investments of three motorcycles for $93,000 (Report by Michael Lima)

B-8 Award of Three-Year Contract, with the Option of Two One-Year Extensions, with the PUN Group for Professional Auditing Services

Recommendation: Adopt a Resolution Approving a Three-year Contract with the PUN Group for Professional Auditing Services in the amount of $168,763, with Two Optional One-year Extensions (Report by Michael Lima)

B-9 Accepting a Portion of the Improvements for Iveywood Subdivision

Recommendation: Adopt a Resolution:

1) Accepting a Portion of the Improvements for Iveywood I Subdivision; and

2) Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements (Report by Keith Helmuth)

B-10 Amendment to Agreement with Stantec Architectural, Inc. for Design Services in the amount of $15,000 for the Design of an Entrance Canopy at the Madera Transit Center (MTC)

Recommendation: Adopt a Resolution:

1) Approving Amendment No. 2 to the Agreement for Professional Architectural and Engineering Services for a New Entrance Canopy at the Madera Transit Center for $15,000; and

2) Approving the Extension of the Contract Term through June 30, 2024 (Report by Michael Lima)

B-11 Second Reading and Adoption of an Ordinance to Rezone Property Located on 308 N. C Street (REZ 2023-01)

Recommendation: The Planning Commission and staff recommend the City Council hold a public hearing, make the necessary findings, and take actions as follows:

1) Waive full reading and adopt an Ordinance adopting a Finding of Exemption under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and rezoning the approximately 0.17 acres of property located at 308 N. C Street (APN: 007-081-014) from the C1 (Light Commercial) zone district to the R1 (Residential, one unit for each 6,000 square feet) zone district (Report by Will Tackett)

B-12 Second Reading and Adoption of an Ordinance for the Arc Fresno/Madera Counties Project Prezone (REZ 2022-02) for Purposes of Facilitating Annexation to the City of Madera in Accordance with Annexation Application ANX 2022-03.

Recommendation:

1) Waive full reading and adopt an Ordinance of the City Council approving REZ 2022-02 amending the official City of Madera Zoning Map to prezone the approximately 242 acre "Arc Annexation Area" generally bound by Martin Avenue on the north, North D Street on the East, Adell and Ellis Streets on the south, and the existing United States Bureau of Reclamation Canal and Road 26 on the west; and

2) Adopt a Resolution of the City Council initiating an application to the Madera Local Agency Formation Commission (LAFCo) for a change of organization of territory in accordance with Annexation ANX 2022-03 (Report by Will Tackett)

C. <u>PUBLIC HEARINGS</u>:

C-1 Public Hearing Regarding Proposed Annexation No. 14 to Community Facilities District No. 2005-1 (CVI Subdivision) and Related Actions

Recommendation:

1) Hold the Public Hearing; and

2) Adopt a Resolution of the City Council (Council) of the City of Madera Authorizing Annexation (Annexation No. 14) of Territory (22-S-02/TSM 2017-02 Subdivision) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of Special Taxes; and Submitting the Levy of Tax to the Qualified Electors; and

3) Conduct the Election of the Qualified Electors of Annexation No. 14; and

4) Adopt a Resolution Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 14 to CFD 2005-1 (Public Services) Annexation No. 14 (Report by Will Tackett)

C-2 Public hearing to approve the Community Development Block Grant (CDBG) 2023/24 Annual Action Plan final funding allocations and sub-recipient agreements

Recommendation: Conduct a public hearing to receive final public input on the 2023/24 Annual Action Plan and adopt Resolutions:

1) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($176,346) with City of Madera 23-24 CDBG Administration; and

2) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($20,000) with Community Action Partnership of Madera County; and

3) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($26,032) with Madera Coalition for Community Justice; and

4) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($5,527) with Project Run Madera; and

5) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($35,000) with Madera Rescue Mission; and

6) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($15,700) with O.L.I.V.E. Charitable Organization; and

7) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($10,000) with Community Action Partnership of Madera County; and

8) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($25,000) with Madera County Association of Realtors; and

9) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($30,000) with City of Madera, Parks & Community Services Department; and

10) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for services ($617,500) with City of Madera Engineering Department; and

11) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($215,000) with City of Madera, Parks & Community Services Department; and

12) Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($148,386) with City of Madera, Parks & Community Services Department (Report by Michael Lima)

D. <u>PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:</u>

D-1 1) Engineer's Report For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 For Fiscal Year (FY) 2023/24

2) Resolution of Intention to Levy and Collect Annual Assessments for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2023/24 and Setting Date for Public Hearing

Recommendation: 1) Adopt a Minute Order Approving the Engineer's Report as Filed or with Modifications as Identified by the City Council (Council) During this Meeting; and

2) Adopt a Resolution of Intention to Levy and Collect Proposed Annual Assessments for all City-Wide Landscape and Lighting District Zones of Benefit Referenced in the Engineer's Report for FY 2023/2024 or as may be Amended and set June 7, 2023, as the Public Hearing date to Consider the Proposed FY 2023/2024 Assessments for City Wide Landscape and Lighting District Zones of Benefit (Report by Keith Helmuth)

D-2 Agreement with RRM Design Group for Architectural and Engineering (A/E) Design Services on the Intermodal Transit Center

Recommendation: Adopt a Resolution approving an agreement with RRM Design Group to provide engineering and architectural services for the Madera Intermodal Transit Center renovation (Report by Michael Lima)

E. <u>ADMINISTRATIVE REPORTS:</u>

E-1 Yosemite Avenue Landscaping and Project Update

Recommendation: This report is submitted for City Council (Council) as an update of the Caltrans State Route 145 Yosemite Avenue (Project) and consideration and direction relative to various items for the Project (Report by Keith Helmuth)

E-2 Set date(s) for City Attorney interviews

Recommendation: Request for direction regarding date(s) for interviewing City Attorney candidates (Report by Wendy Silva)

F. <u>COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS</u>:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

G. <u>CLOSED SESSION</u>:

G-1 Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9(d) (1)

Name of Case: Madera v. Lopez

<u>ADJOURNMENT</u>:

UPCOMING MEETING DATES:

- Wednesday, June 7, 2023
- Wednesday, June 21, 2023

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
- 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.
- A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov .
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, 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 17, 2023, near the front entrances of City Hall and on the City's website www.madera.gov at 9:15 p.m. on May 11, 2023.

Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: A-1

SUBJECT:

Workshop - Capital Improvement Program (CIP) – Streets, Active Transportation and Storm Drainage for Fiscal Year (FY) 2023/24 to FY 2027/28

RECOMMENDATION:

Consider the information presented and provide input and direction on the 5-year CIP for streets, active transportation (including multi-modal projects), and storm drainage projects

SUMMARY:

This year, two or more workshops will cover the draft CIP for FY 2023/24 to FY 2027/28. This presentation focuses on the projects and programs that utilize locally generated, state or federal transportation related funding sources.

Preparation and approval of the CIP is an annual process. The CIP for FY 2023/24 to FY 2027/28:

- Lists the proposed projects for funding of design, right of way costs, and construction
- Updates the status of proposed projects to be funded in the four years after FY 23/24
- The CIP must be submitted to the Planning Commission for determination of conformity of those projects not previously conformed with the City's General Plan pursuant to Government Code Section 65401
- The projects in FY 2023/24 are included in the City's FY 2023/24 Budget

DISCUSSION:

The CIP is a planning document for capital improvement projects that covers a rolling five-year period. Critical projects are identified and defined so that resources can be assigned to implement the projects. The CIP also provides a comprehensive presentation of all funding sources that support capital projects and many of the operational programs supported by these same funding sources.

This past year, the City considered increases to the sewer, water, storm drainage, and solid waste utility charges based on operational and capital needs to maintain the system and meet the current and proposed needs of the community. The Utility Rate Studies included 5 to 10 years of capital projects for each category and any known funding sources, such as impact fees or the American Rescue Plan Act (ARPA) funds. Following a Proposition 218 process, the City successfully adjusted the fees for sewer, water, and solid waste. Unfortunately, the voters did not approve of changes to the utility fees for storm drainage. There is a tremendous shortfall in capital funding for storm drain improvements, given that fees have not increased since 1992. Improvements to the storm drainage system that benefit the transportation network are eligible for certain transportation related funding sources. Therefore, it is appropriate to include storm drainage needs in this presentation.

One of the significant funding sources for transportation projects, Measure T, was also presented to voters for renewal in November 2022. Measure T is a county-wide one-half cent sales tax for transportation purposes approved in 2006 and ends in 2027. It did not pass. Efforts are underway to present the renewal again to the voters in November 2024.

After the November election, the Madera County Transportation Commission (MCTC) surveyed the voters and sought feedback why people voted “no” to the renewal of Measure T. The results have been very informative. Many of the questions/concerns can be addressed through our CIP process:

- Educating the public as to how the City spends Measure T funds and gas tax funds
- The public meeting process provides an opportunity for input to project selection and priorities
- Discussion on how projects are selected and prioritized

PROJECT SELECTION PROCESS:

Projects are included in the CIP for a variety of reasons. Some of the more common include:

- They are identified along with targeted completion dates in adopted master plans and technical studies.
- They are necessary to support City growth.
- They developed from Community input to Council or staff.

The CIP will generally focus on those projects where funding is available or anticipated to be so within the five-year window. Because there is a perennial need for more capital improvements than can be funded, not all potential projects are included in years beyond the next fiscal year in the CIP unless there is a reasonable assumption that funding will be identified. Funding source limitations play a significant role in determining which projects can be constructed and the projected construction timeline.

Most sources, whether Federal, State, or local grants and/or local development impact fees, can only be used for projects meeting certain criteria. Prioritization of many projects is therefore impacted by their respective funding sources.

PROJECT PRIORITIZING PROCESS:

Updating the CIP is a fluid process that ties closely to related funding sources and staff resources. The prioritization of projects is based on Council direction and shared departmental feedback of projects from Engineering, Public Works, Parks & Community Services, Transit, Grants, Fire & Police Departments, and Airport.

Project delivery is also influenced by unexpected or unforeseen circumstances within specific projects or other demands created by other planned or unplanned projects. As an example, City project managers may be designing a road or street improvement when their services are needed to complete grant applications, address an emergency repair, or to accommodate the continuing uptick in private development activity. Occasionally, a project may be delayed to accommodate other CIP projects in the same vicinity. For example, the pavement improvement planned for Clinton Street as part of R-000081 is being held back by planned sewer and water improvements that were recently funded by CDBG.

PROJECTS:

Key projects in the CIP are identified below by project type listed in Table 1.

Table 1: *Project Type List*	
1.	Road Construction Projects
2.	Road Rehabilitation Projects
3.	Alley Paving/Shoulder Paving Project
4.	Active Transportation – Bicycle/Pedestrian Projects
5.	Traffic Signal Projects
6.	Storm Drain
7.	Transit

1. ROAD CONSTRUCTION PROJECTS

When the cost of all projects, active or under consideration are totaled, the amount of funding available is exceeded. Therefore, some cannot be designed or constructed without allowing for the accrual of funds over a period of years. For this reason, Council re-prioritized road projects as part of the FY 2019/20 CIP meeting that included detailed discussions focused on available funding and impacts on the local street network from ongoing private development projects. As such, road project priorities now include:

- **Olive Avenue Widening Project (Project R-000010)**

Currently, the City's primary road project. Due to the size and nature of the project as well as difficulties associated with the railroad crossing reviews, it has been split into four phases. Previously there were three phases; however, ensuring the improvements along Knox Street and Olive Avenue are in place in conjunction with or prior to construction of the new park at the southwest corner of Olive Avenue and Knox Street required splitting out yet another phase as described below:

- *Phase 1*: Demolition of existing structures with one building at 14th Street and E Street and two houses and a shed at Knox Street and Olive Avenue.

  Status: Completed in 2020

- *Phase 2*: Installation of Utility Undergrounding. This phase will relocate the overhead utilities to underground facilities. Council award occurred on May 6, 2020.

  Status: This phase is under construction, pending a new underground service feed to the UPRR signal cabinet. When that is complete, the overhead utilities will be removed.

- *Phase 3*: Road Widening along Knox Street from Neplus to Olive Avenue and along Olive Avenue on the eastbound approach to Knox Street, including new curb and gutter, and sidewalks. The traffic signal at the Olive Avenue and Knox Street intersection is included in this phase.

  Status: Plans are nearly complete. Project is scheduled to advertise for construction in summer 2023.

- *Phase 4*: Road Widening, includes new curb and gutter, sidewalks, installation of storm drainage, sewer, and water lines, installation of a traffic signal at the Olive Avenue and Roosevelt Avenue intersection, and the upgrading of the existing traffic signal at Gateway Drive and Olive Avenue intersection. The plans for the project are substantially complete. Staff is continuing to collaborate with Union Pacific Railroad (UPRR) on receiving approvals for the crossing. Right of way and several permits are required for this work at the crossing, and a design change was necessary to meet current standards. Due to these necessary railroad approvals, the project is expected to be ready to advertise by early 2024.

  Status: Pending UPRR approval.

Based on previous Council direction, this project replaced Lake Street Widening as a priority.

- **Almond Avenue Widening from Pine Street to Stadium Road (Project R-000082)**

  Based on previous Council direction, this represents the next road construction priority after Olive Avenue. About one-quarter of the project has been constructed through private construction of a subdivision. It is anticipated that the City will begin the design

for the remainder of Almond Avenue in mid to late FY 2023/24 following the completion of a traffic study to identify road and intersection needs. The study will also address other traffic-related concerns associated with the existence of multiple schools located adjacent to Stadium Road. In addition to the street improvements, this project will also involve the acquisition of right of way and conversion of a Madera Irrigation District canal into a pipeline or box culvert. Construction is programmed for FY2025/26.

- **Clark Street Bridge (Project B-000006) *NEW***

  Through the federal bridge funding program, the 2-lane timber bridge over the MID canal west of County Club Drive will be replaced with a standard box culvert with 2 12-foot lanes and 4-foot shoulders.

- **Lake Street Widening from 4th Street to Cleveland Avenue (Project R-000046)**

  This project was replaced in priority with the Olive Avenue project because of its significant right-of-way requirements. The additional right-of-way needed to construct the improvements resulted in significant additional costs and likely delays associated with acquisition of the multiple residential parcels. Lake Street remains a viable project and remains in the queue but has been moved into future years in the CIP.

- **Pine Street Reconstruction from Howard Road to 4th Street (Project R-000050)**

  Originally planned to be constructed in conjunction with the 4th Street widening to the east of Pine Street, it was delayed as right-of-way questions with the UPRR became an impediment that would have delayed the more important widening of 4th Street.

  While a probable solution had been identified to resolve the right of way issues along Pine Street, staff believes that reconstruction of a portion of the intersection of Howard Road and Pine Street would provide physical and operational improvements that may represent a logical initial step to improving traffic flow in the area. This solution may be included in the Almond Avenue project subject to available funding.

2. ROAD REHABILITATION PROJECTS

Rehabilitation projects near design completion with anticipated construction advertisement can be found on the map on Attachment 1 and are listed below:

- RMRA Seals/Overlays 2021-22 (R-000079)
- RMRA Seals/Overlays 2022-23 (R-000080)
- 2022/23 City Streets 3R & ADA Project (R-000081)

Magnitude of Future projects will be subject to funding availability:

- RMRA Seals/Overlay 2023-24 (locations to be determined)
- Annual 3R Investment as recommended from PMS, FY 2023/24 $5 million

- Annual 3R Investment as recommended from PMS, FY 2024/25 $6 million
- Annual 3R Investment as recommended from PMS, FY 2025/26 $6 million
- Annual 3R Investment as recommended from PMS, FY 2026/27 $6 million
- Annual 3R Investment as recommended from PMS, FY 2027/28 $6 million

3. ALLEY PAVING/SHOULDER PAVING

Alley paving and shoulder paving projects are beneficial in reducing dust emissions. See Attachment 3 for the location map of the alley paving and shoulder paving projects.

These projects have received CMAQ grant funding and are matched with local funds. Design is underway for the following shoulder paving projects:

- Raymond Road, north of Cleveland Avenue (Project R-00037)
- Storey Road, east of SR 145 (Project R-00060)
- Pecan Avenue from Pine to Golden State Project (R-00067)

The alley projects listed below are currently advertising for construction. Depending on the bids received and the ability to include add alternates, 13 to 16 alleys will be paved as part of the projects.

- Torres Way Alley Paving (Project ALY-0001)
- 2021 Alley Paving Project (Project ALY-0003)

4. ACTIVE TRANSPORTATION AND COMPLETE STREETS– BICYCLE/PEDESTRIAN IMPROVEMENTS

The CIP includes various pedestrian improvements around schools and commercial properties. These projects fill in gaps in sidewalks, improve curb ramps, and install traffic control devices to help improve pedestrian visibility for drivers. These projects include:

- **Schnoor Avenue Sidewalk, from Sunset to Riverside (Project R-000058)**

  Design is at approximately 60 percent. Construction is anticipated in FY 2023/24.

- **Washington School Sidewalks (Project R-000093)**

  The project consists of the installation of concrete sidewalks with ADA compliant corner ramps and drive approaches, clearing and grubbing, and relocation of power poles. The project is located on Lincoln Avenue, Dellavalle Avenue, and Austin Street north of George Washington Elementary School. Design is at approximately 60 percent. Construction is anticipated in FY 2023/24.

- **Sidewalk, Bike Lanes, and Safety Improvements (Project R-000094)**

  Associated with the Downtown Madera Veterans & Family Housing project funded through the Affordable Housing and Sustainable Communities (AHSC) grant. This project will install improvements at various locations such as bike lanes, sidewalks, stop sign

flashers, rectangular rapid flashing beacon, curb ramps, and safety improvements. This project is nearing 60 percent design.

- **Granada Pedestrian Bridge (Project B-00005)**

  This project will construct a bicycle and pedestrian bridge adjacent to the Granada Avenue Bridge crossing the Fresno River. Design and environmental work are scheduled to start late 2023 using Congestion Mitigation and Air Quality (CMAQ) allocated funds.

- **Caltrans Downtown Madera CAPM Project (Project R-000096)**

  This project reserves the funds committed to the portion of the Caltrans project that provides additional enhancements such as wider sidewalks, landscaping, pedestrian safety equipment and enhanced crosswalks - $3 million. The downtown segment is part of a much larger project. It is in early design stages by a consultant and is scheduled for construction in 2025.

5. TRAFFIC SIGNAL PROJECTS

Traffic Signal projects moving forward include:

- **Olive Avenue and Roosevelt Street Traffic Signal (Part of Project R-000010)**

  Signals will be constructed at both locations as part of the Olive Avenue Road Widening project (R-000010) noted previously.

- **Lake Street/4th Street/Central Avenue (Project R-000057)**

  The project will begin acquiring right of way for a needed ADA compliant curb ramp. Construction drawings are at the 90 percent stage and plans for the adjacent park will begin this year. Construction is anticipated in FY 2024/25.

- **D Street/South Street New Traffic Signal (Project TS-00032)**

  Design is nearly complete. Upon authorization to proceed from Caltrans (due to funding), the project will be advertised for construction. Due to long lead time in materials, construction may not occur until 2024.

- **Cleveland Avenue/Granada Drive New Traffic Signal (Project TS-00024)**

  Design is nearly complete. Upon authorization to proceed from Caltrans (due to funding), the project will be advertised for construction. Due to long lead time in materials, construction may not occur until 2024.

- **Lake Street and Sherwood Way (Project TS-00035)**

  This project was added as a project last year as it met warrants for signalization. Because it does not qualify for Development Impact Fees, it is to be funded with RSTP Exchange

funds. A consultant has been retained through the on-call contract and the project is in the early design stages. Construction is anticipated in FY 2023/24.

6. STORM DRAIN

Funding for storm drainage improvements remains limited as the storm drain fee currently charged to users only covers operational costs. Without additional revenues, the certain identified capital improvement needs in storm drain will need to be delayed or cancelled altogether. Table 2 presents the Storm Drain 5-year Capital Improvement Plan, subject to funding available and successful grant applications.

Table 2: *Storm Drain 5-year Capital Improvement Plan*

Project #	Project	Project Cost	Fiscal Year				
			23/24	24/25	25/26	26/27	27/28
SD-17	G St. Storm Drain Line to Fresno River	**$1,531,500**		$170,000		$1,361,500	
SD-18	Sunset Pipeline - rehabilitation MID line	**$3,593,500**	$431,500	$3,162,000			
SD-19	Howard Rd. Pipeline to relieve HOPY flooding	**$8,146,850**	$650,000	$277,600	$7,219,250		
SD-20	Lake St. Pipeline, Clark to Wessmith	**$175,000**		$175,000			
SD-21	Lake St. Pipeline, 80' n/o Kennedy to Clark	**$180,000**		$30,000	$150,000		
Total		**$13,626,850**	**$1,081,500**	**$3,814,600**	**$7,369,250**	**$1,361,500**	

7. TRANSIT

- **AHSC Transit Developments (Project Trans-10)**

  Project is funded from the Affordable Housing and Sustainable Communities (AHSC) Grant in connection with the Veteran's Housing Project at 5th Street and C Street. Improvements include bus stops, bicycle racks, added features at the intermodal facility, technology enhancements and accessibility improvements.

- **Madera Transit Operations Facility Charging Station (Project Trans-11)**

  Replacement of conventional powered bus with an electric variant, as well as the installation of a new charging station and required infrastructure.

- **New Route Bus Shelter Implementation (Project Trans-__) *NEW***
  Relocate existing bus shelters and install new bus shelters at designated locations on the new transit routes.

GENERAL PLAN CONFORMITY:

Prior to the City Council's adoption of the annual CIP update, the California Government Code requires a determination that the CIP is in conformance with the City's General Plan. This determination is made by the Planning Commission. At a future meeting, upon presentation of the entire CIP, Staff will recommend Council's direction that it be submitted to the Planning Commission.

FINANCIAL IMPACT:

Funding for the projects in the CIP comes from a variety of sources and typically does not rely on the General Fund. Attachment 6 lists all the contributing sources to these streets, active transportation, and multimodal projects. Each major category of improvements is associated with a different set of possible funding sources and several assumptions that include:

- Gas Tax and TDA transportation funding sources remain steady.
- Measure T sunsets in 2027
- Some Transportation funding sources can be allocated to eligible storm drainage improvements

ALTERNATIVES:

Given the breadth of the projects contained in the CIP, the number of possible alternatives is significant. Council has the authority to adjust all aspects of the project priorities and schedules.

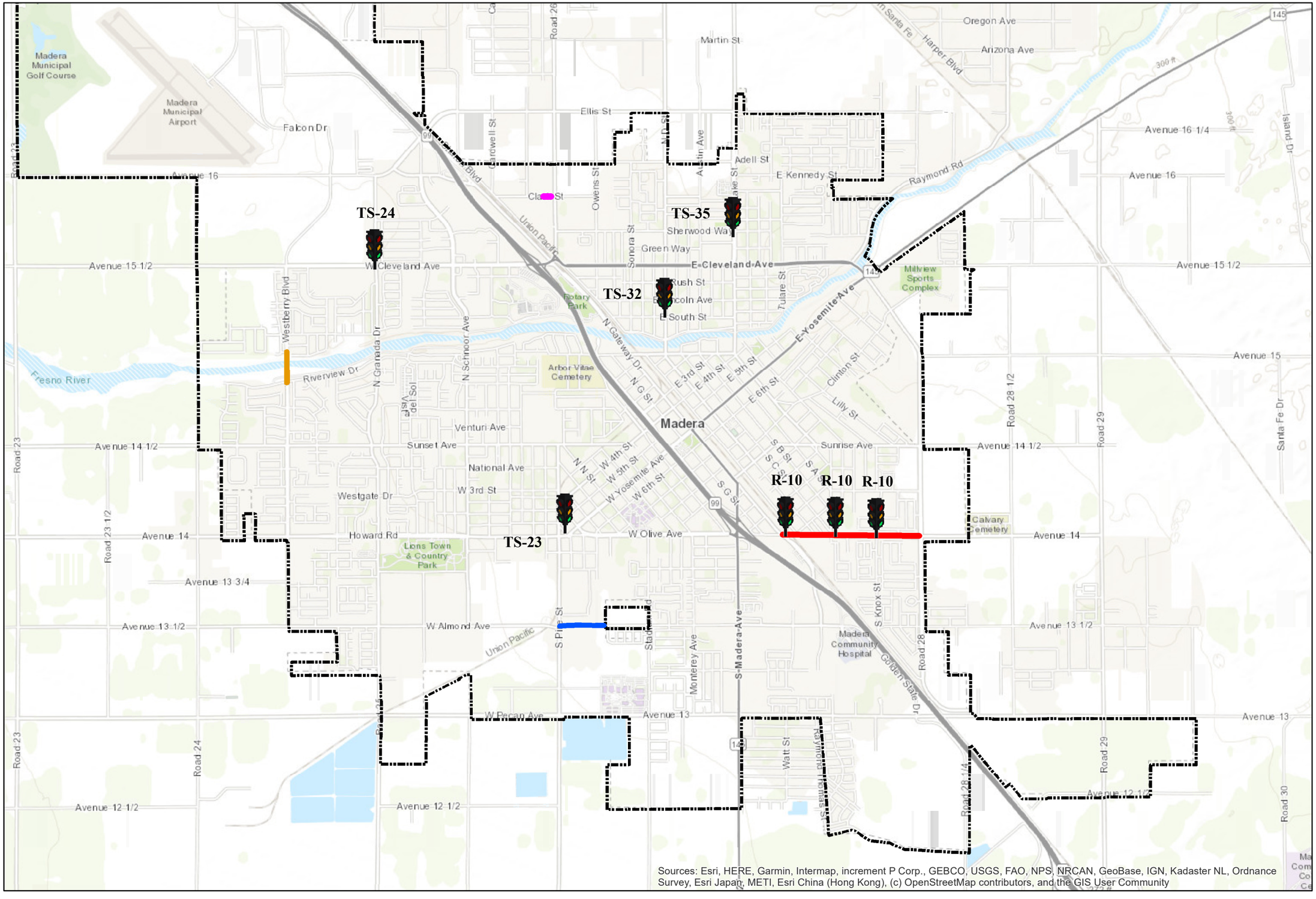
ATTACHMENTS:

1. Location Map – Major Construction Projects & Traffic Signals
2. Location Map – Reconstruction, Rehabilitation, and Restoration (3R) Projects
3. Location Map – Bike/Ped Projects
4. Location Map – Shoulder Paving/Alley Paving
5. Draft Capital Improvement Program FY 2023/24 to 2027/28 Project List
6. Draft Revenue Source Summary for Streets, Active Transportation, Multi-modal, and Storm Drainage

Attachment 1

Location Map – Major Construction Projects & Traffic Signals

NEW CONSTRUCTION - ROAD PROJECTS - TRAFFIC SIGNAL



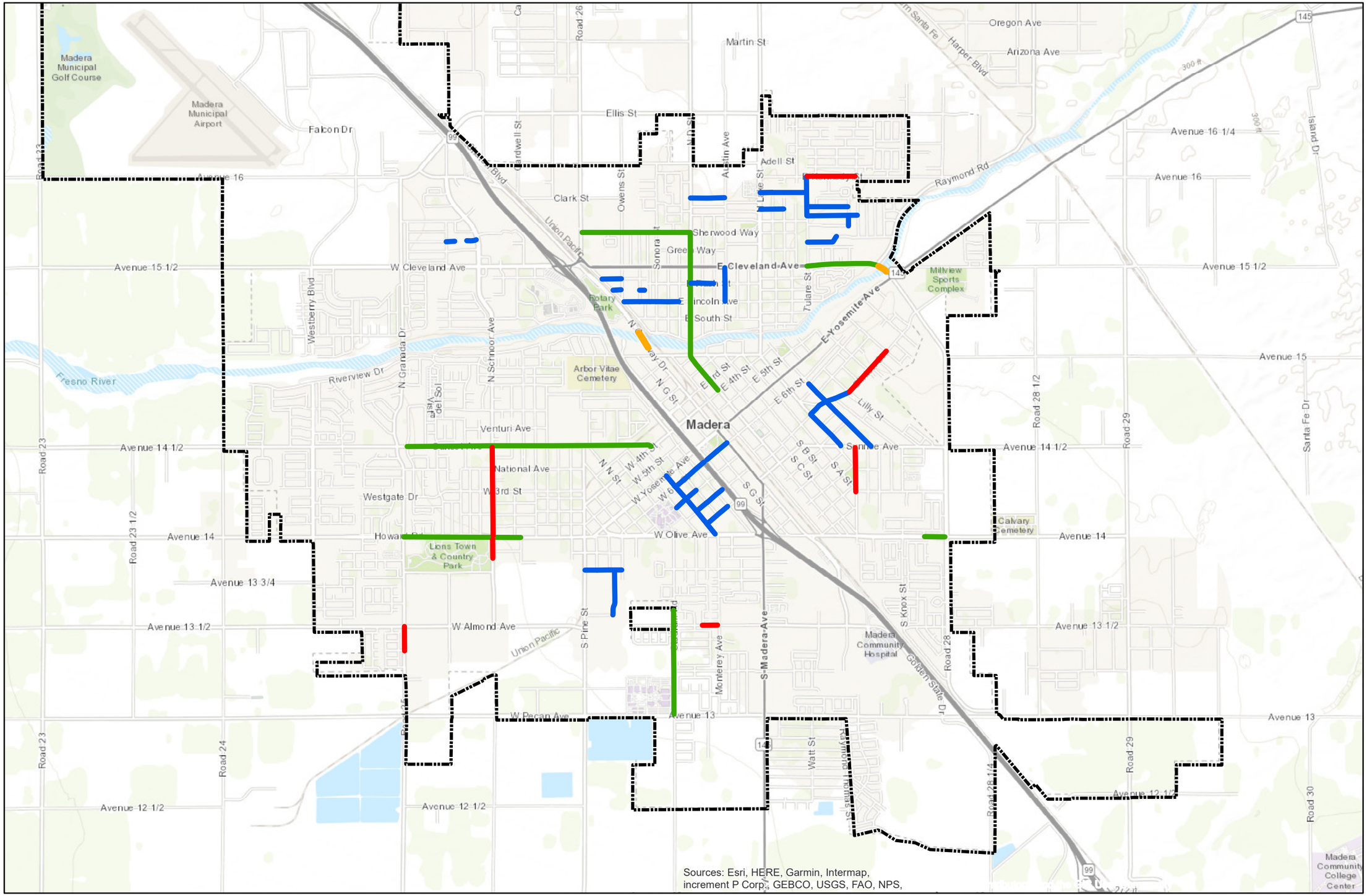
Legend

- B-2
- B-6
- R-10
- R-82
- R-10
- TS-23
  TRAFFIC SIGNAL MODIFICATION AT HOPYQ
- TS-24
- TS-32
- TS-35
- City Limits

Attachment 2

Location Map – Reconstruction, Rehabilitation, and Restoration (3R) Projects

CITY STREET 3R PROJECTS



Legend

- R-79
- R-80
- R-81
- B-4
- City Limits

3 R =

RECONSTRUCTION

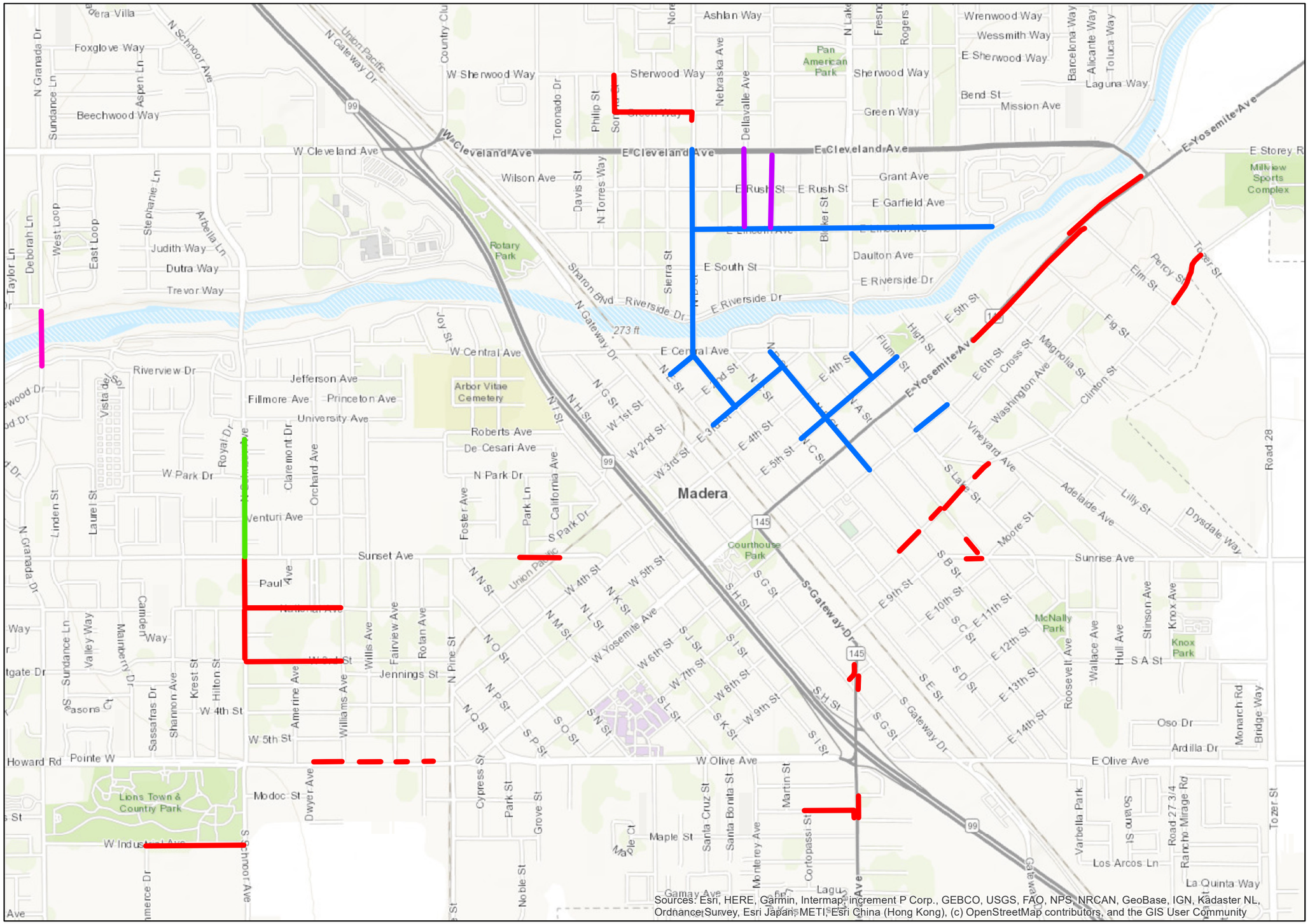
RESTORATION

REHABILITATION

Attachment 3

Location Map – Bike/Ped Projects

BIKE/PEDESTRIAN PROJECTS

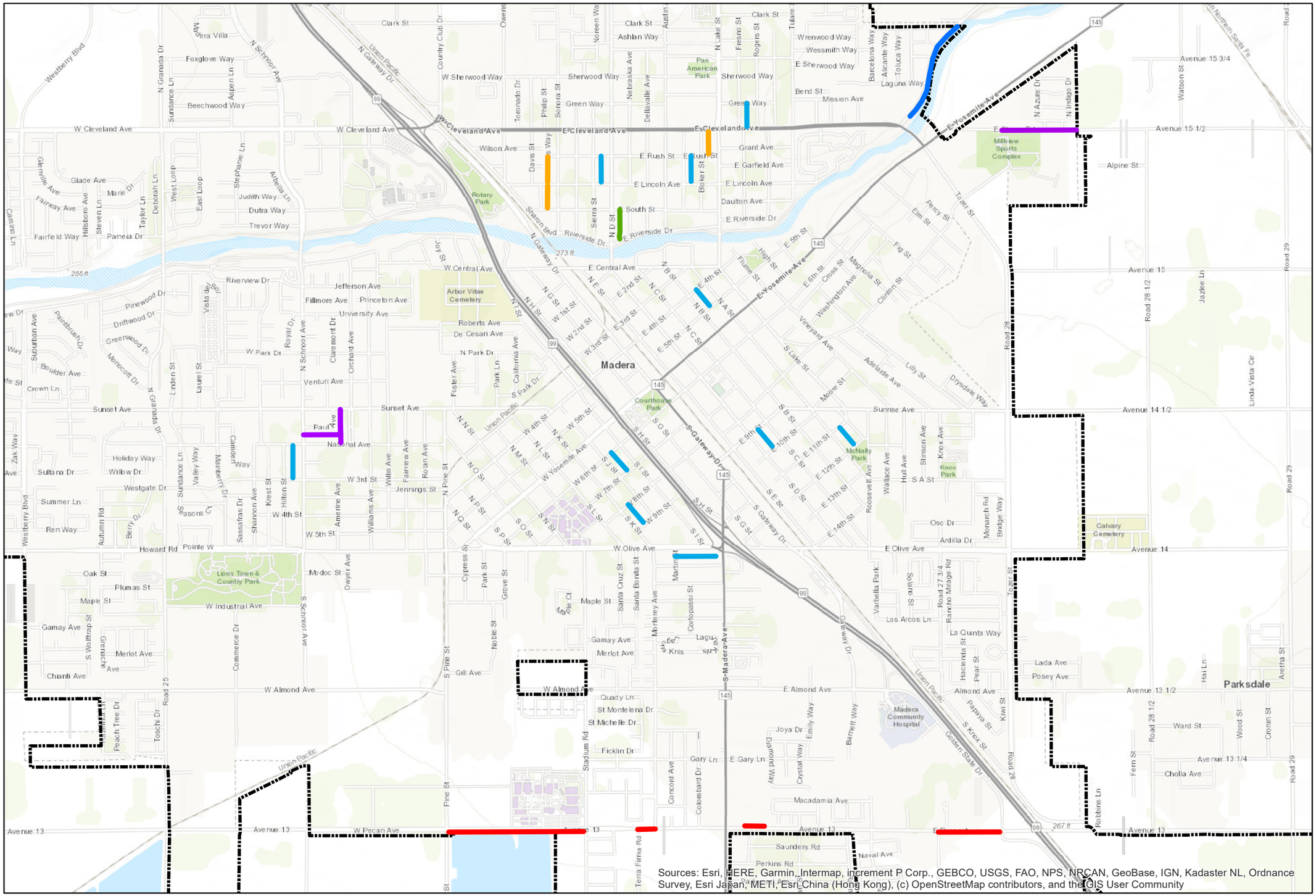


Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Attachment 4

Location Map – Shoulder Paving/Alley Paving

SHOULDER PAVING & ALLEY PAVING PROJECTS



Legend

- R-37 - Raymond Rd
- R-60 - Storey Rd
- R-67 - Pecan Ave
- ALY-01
- ALY-03
- ALY-01 - ADD ALTERNATE *
- ALY-03 - ADD ALTERNATE *
- City Limits

* Construction of these Alleys subject to funding availability

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Attachment 5

Draft Capital Improvement Program
FY 2023/24 to 2027/28 Project List

City of Madera, California

Capital Improvement Program

'23/'24 thru '27/'28

PROJECTS BY CATEGORY

Category	Project #	'23/'24	'24/'25	'25/'26	'26/'27	'27/'28	Total
Airport							
AIP-0028 T-Hangar Development Phase 1	AIP-0028		0			1,071,000	*1,071,000*
AIP-0029 Tee Hangar Development Const-II	AIP-0029	0	0	0	0	0	*0*
AIP-0031 Apron & Taxiway Drainage	AIP-0031	1,087,000					*1,087,000*
AIP-0034 Commercial Hangar Develp Extend-III	AIP-0034		0				*0*
AIP-0040 RUNWAY 12-30 MILL AND FILL	AIP-0040	297,000	3,213,000				*3,510,000*
AIP-0042 Taxiway Mill & Fill	AIP-0042	297,000					*297,000*
AIP-0043 Airport Layout Plan	AIP-0043			125,000			*125,000*
Airport Layout Plan Narrative	AIP-0045	110,000					*110,000*
Airport Total		**1,791,000**	**3,213,000**	**125,000**	**0**	**1,071,000**	***6,200,000***
Alleys							
ALY-0001 Torres Way Alley Paving	ALY-0001	271,000					*271,000*
ALY-0003 2021 CMAQ Alley Paving Project	ALY-0003	823,900					*823,900*
Alleys Total		**1,094,900**					***1,094,900***
Bike/Ped							
B-000005 Granada Pedestrian Bridge	B-000005	230,000	180,000	2,090,000			*2,500,000*
PK-00001 Ped/Bike Facilities	PK-00001	145,643	39,000	40,000	50,000	50,000	*324,643*
PK-00048 Tulare/Cleveland/Raymond Bike Path	PK-00048	19,325	315,000				*334,325*
PK-00056 Bike/Ped Path, FRT-Cleveland Ave	PK-00056		45,000		339,000		*384,000*
PK-00058 FRT-Granada to MID, North Bank	PK-00058		40,000		156,000		*196,000*
PK-00076 FRESNO RIVER TRAIL CLEANUP	PK-00076	391,070					*391,070*
Bike/Ped Total		**786,038**	**619,000**	**2,130,000**	**545,000**	**50,000**	***4,130,038***
Bridges							
B-000002 Westberry Bridge Construction	B-000002	600,000	100,000	110,000	200,000		*1,010,000*
B-000004 BPMP Rehab/Repair of 3 Bridges	B-000004	230,000					*230,000*
B-000006 CLARK STREET BRIDGE	B-000006	70,000	583,000				*653,000*
Bridges Total		**900,000**	**683,000**	**110,000**	**200,000**		***1,893,000***
Designated for Funding							
ENG A Federal/State-Local Match	ENG A		80,000	80,000	80,000	80,000	*320,000*
ENG F CIP Engineering	ENG F	581,360	593,000	611,000	629,000	648,000	*3,062,360*
SS-00000 Engineering Support for Sewer Projects	SS-00000	28,500	28,500	28,500	28,500	28,500	*142,500*
W-000000 Engineering Support for Water Projects	W-000000	28,500	28,500	28,500	28,500	28,500	*142,500*
Designated for Funding Total		**638,360**	**730,000**	**748,000**	**766,000**	**785,000**	***3,667,360***
Maintenance							
PW-2022: PUBLIC WORKS STREETS DEPT. ACTIVITY	PW-2022	2,116,500	2,180,000	2,245,500	1,532,400	1,579,000	*9,653,400*
RM-00001 Rtne Maint City Bridges Fresno RVR	RM-00001	50,000	80,000	80,000	80,000	80,000	*370,000*

Category	Project #	'23/'24	'24/'25	'25/'26	'26/'27	'27/'28	Total
Maintenance Total		**2,166,500**	**2,260,000**	**2,325,500**	**1,612,400**	**1,659,000**	***10,023,400***
Storm Drain							
SD-00017 G St Storm Drain Improvements	SD-00017		118,410	51,590	1,361,500		*1,531,500*
SD-00018 Sunset Avenue Pipeline	SD-00018	431,500	3,162,800				*3,594,300*
SD-00021 HOWARD ROAD STORM DRAIN PIPE	SD-00021		927,600	7,219,250			*8,146,850*
SD-000997 NW Quad Storm Drain Improvement	SD-000997				7,400,000		*7,400,000*
SD-000998 SE Quad Storm Drain Improvements	SD-000998				17,500,000		*17,500,000*
SD-13-PX Retention Basin Land Acquisition	SD-13-PX	70,000	40,000	40,000	40,000		*190,000*
SD-14-P11 Granada Dr/Ave 12.5 Retention Basin	SD-14-P11	100,000					*100,000*
SD-15-P7 Ellis St/Krohn St Retention Basin	SD-15-P7	100,000					*100,000*
Storm Drain Total		**701,500**	**4,248,810**	**7,310,840**	**26,301,500**		***38,562,650***
Street 3R							
R-000032 UPPR Crossing - Street Approach	R-000032	80,000	80,000	80,000	80,000	80,000	*400,000*
R-000081 2022-23 City Streets 3R & ADA Project	R-000081	1,487,000					*1,487,000*
Street 3R Total		**1,567,000**	**80,000**	**80,000**	**80,000**	**80,000**	***1,887,000***
Street Construction							
R-000010 Olive Ave Widening-Gateway to Knox	R-000010	6,918,000					*6,918,000*
R-000046 Lake St Widening-Fourth to Cleveland	R-000046		400,000	400,000	7,200,000		*8,000,000*
R-000054 Cleveland Ave Widen-Schnoor to SR99	R-000054		360,000		4,000,000		*4,360,000*
R-000057 Lake-Fourth-Central Intersection	R-000057	1,157,000	15,500				*1,172,500*
R-000082 Almond Ave Extension - Pine to Stadium	R-000082	345,000	200,000	6,100,000			*6,645,000*
R-000096 Caltrans Downtown Madera CAPM Project	R-000096		3,000,000				*3,000,000*
Street Construction Total		**8,420,000**	**3,975,500**	**6,500,000**	**11,200,000**		***30,095,500***
Street Reconstruction							
R-000050 Pine St Reconstr-Howard to Fourth St	R-000050		50,000	540,000			*590,000*
R-000079 RMRA Seals/Overlays 2021-22	R-000079	2,300,000					*2,300,000*
R-000080 RMRA Seals/Overlays 2022-23	R-000080	2,100,000					*2,100,000*
Street Reconstruction Total		**4,400,000**	**50,000**	**540,000**			***4,990,000***
Street/Shoulder Paving							
R-000037 Raymond Rd Shoulder-n/o Cleveland	R-000037	208,600					*208,600*
R-000060 Storey Rd Shoulder Paving	R-000060	405,450					*405,450*
R-000067 Pecan Ave Shoulder Paving	R-000067	597,770					*597,770*
Street/Shoulder Paving Total		**1,211,820**					***1,211,820***
Street/Sidewalk							
R-000041 Concrete Projects - Share Program	R-000041	20,000	20,000	20,000	20,000	20,000	*100,000*
R-000058 Schnoor Ave Sidewalk-Sunset to River	R-000058	269,800					*269,800*
R-000064 ADA Walkability Sidewalks Program	R-000064	40,000	80,000	80,000	80,000	80,000	*360,000*
R-000093 Washington School Sidewalks CMAQ	R-000093	423,050					*423,050*
R-000094 Sidewalk Improvements Var Locations	R-000094	2,262,500					*2,262,500*
Street/Sidewalk Total		**3,015,350**	**100,000**	**100,000**	**100,000**	**100,000**	***3,415,350***
Study/Report							
MUP-UDII Master Utility Plan Update, II	MUP-UDII		1,050,000				*1,050,000*
R-000087 Almond/Pine/Stadium Traffic Study	R-000087	120,000					*120,000*

Category	Project #	'23/'24	'24/'25	'25/'26	'26/'27	'27/'28	Total
S-STDY-1 Sewer System Assess/Rehab	S-STDY-1	140,563					*140,563*
S-STDY-2 Sewer Asset Mgmt Software	S-STDY-2		75,000				*75,000*
S-VI-002 Sewer Main Video Inspection	S-VI-002	695,000	150,000	150,000	150,000	150,000	*1,295,000*
W-STDY-2 Water System Condition Assess/Rehab	W-STDY-2	296,000					*296,000*
W-STDY-3 Water Asset Mgmt Software	W-STDY-3		150,000				*150,000*
Study/Report Total		**1,251,563**	**1,425,000**	**150,000**	**150,000**	**150,000**	***3,126,563***
Traffic Signal/Traffic Safety							
TS-00022 4th St Traffic Signal Interconnect	TS-00022	13,300					*13,300*
TS-00023 HOPYQ Intersection Traffic Signals	TS-00023	203,000					*203,000*
TS-00024 Cleveland/Granada Dr Traffic Signal	TS-00024	539,000					*539,000*
TS-00030 Miscellaneous Traffic Safety Items	TS-00030	20,000	20,000	20,000	20,000	20,000	*100,000*
TS-00032 D St/South St Traffic Signal	TS-00032	620,000					*620,000*
TS-00034 Granada Dr Pedestrian Improvements	TS-00034	129,760					*129,760*
TS-00035 LAKE & SHERWOOD TRAFFIC SIGNAL	TS-00035	662,000					*662,000*
Traffic Signal/Traffic Safety Total		**2,187,060**	**20,000**	**20,000**	**20,000**	**20,000**	***2,267,060***
Transit							
Trans-10 AHSC Transit Developments	Trans-10	796,000					*796,000*
TRANS-11 Transit Center Charging Station Project	TRANS-11		579,785				*579,785*
Transit Total		**796,000**	**579,785**				***1,375,785***
Transportation Planning							
ENG-000C Traffic Warrants	ENG-000C	25,000	25,000	25,000	25,000	25,000	*125,000*
ENG-000G Micro-Paver Distress Survey	ENG-000G	150,000			100,000		*250,000*
Transportation Planning Total		**175,000**	**25,000**	**25,000**	**125,000**	**25,000**	***375,000***
GRAND TOTAL		**31,102,091**	**18,009,095**	**20,164,340**	**41,099,900**	**3,940,000**	***114,315,426***

Attachment 6

Draft Revenue Source Summary
for
Streets, Active Transportation, Multi-modal, and Storm Drainage

City of Madera, California

Capital Improvement Program

'23/'24 thru '27/'28

REVENUE SOURCES SUMMARY

Source	'23/'24	'24/'25	'25/'26	'26/'27	'27/'28
AHSC Grant (STI): 40210000					
Revenue					
AHSC Funds	2,262,500	0	0	0	0
AHSC Grant (STI): 40210000 Total	**2,262,500**	**0**	**0**	**0**	**0**
AHSC Grant (TRA): 40210000					
Revenue					
AHSC Allocation	566,000	0	0	0	0
AHSC Grant (TRA): 40210000 Total	**566,000**	**0**	**0**	**0**	**0**
Airport Fund Balance: 20503510-7030					
Revenue					
Airport Development Funding	313,335	56,430	125,000	0	60,255
Airport Fund Balance: 20503510-7030 Total	**313,335**	**56,430**	**125,000**	**0**	**60,255**
BPMP: 41705730					
Revenue					
BPMP ALLOCATION	150,800	516,130	0	0	0
BPMP: 41705730 Total	**150,800**	**516,130**	**0**	**0**	**0**
Caltrans Aeronautic Grant: 20503510-					
Revenue					
Caltrans Aeronautic Grant Funds	133,650	144,585	0	0	46,845
Caltrans Aeronautic Grant: 20503510-4419 Total	**133,650**	**144,585**	**0**	**0**	**46,845**
CMAQ - Parks: 41705030					
Revenue					
CMAQ Funds	0	275,000	415,000	0	0
CMAQ - Parks: 41705030 Total	**0**	**275,000**	**415,000**	**0**	**0**
CMAQ - Streets: 41705070					
Revenue					
CMAQ Funds	3,593,216	676,785	1,839,000	0	0
CMAQ - Streets: 41705070 Total	**3,593,216**	**676,785**	**1,839,000**	**0**	**0**

Source	'23/'24	'24/'25	'25/'26	'26/'27	'27/'28
DIF:4093 Transportation Impact Fee					
Revenue					
Commercial	3,796	7,000	7,000	0	7,000
Industrial	45,417	5,345	5,345	0	5,345
Residential	186,185	156,454	156,454	0	156,454
DIF:4093 Transportation Impact Fee Total	**235,398**	**168,799**	**168,799**	**0**	**168,799**
DIF:4095 Median Island Impact Fee					
Revenue					
Commercial	2,228	3,760	3,760	3,760	3,760
Residential	79,664	112,358	61,978	61,978	61,978
DIF:4095 Median Island Impact Fee Total	**81,892**	**116,118**	**65,738**	**65,738**	**65,738**
DIF:4096 Arterial/Collector St. Impact					
Revenue					
Commercial	7,880	14,120	14,120	14,120	14,120
Residential	286,721	227,408	227,408	227,408	227,408
DIF:4096 Arterial/Collector St. Impact Fee Total	**294,601**	**241,528**	**241,528**	**241,528**	**241,528**
DIF:4097 Traffic Signal Impact Fee					
Revenue					
Residential	49,786	55,920	55,920	111,840	0
Commercial	1,404	3,490	3,490	6,980	0
DIF:4097 Traffic Signal Impact Fee Total	**51,190**	**59,410**	**59,410**	**118,820**	**0**
DIF:4098 Traffic Special Impact Fee					
Revenue					
Interest/Other	2,000	2,000	2,000	2,000	2,000
DIF:4098 Traffic Special Impact Fee Total	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**
DIF:4104 Drainage System Existing A					
Revenue					
Commercial	14,162	56,415	56,415	56,415	56,415
Industrial	122,411	28,170	28,170	28,170	28,170
Residential	89,220	95,415	95,415	95,415	95,415
DIF:4104 Drainage System Existing Area Impact Fee Total	**225,793**	**180,000**	**180,000**	**180,000**	**180,000**
DIF:4105 Storm Drain NW Quadrant					
Revenue					
Commercial	0	2,165	2,165	2,165	2,165
Residential	0	37,835	37,835	37,835	37,835
DIF:4105 Storm Drain NW Quadrant Impact Fee Total	**0**	**40,000**	**40,000**	**40,000**	**40,000**

Source	'23/'24	'24/'25	'25/'26	'26/'27	'27/'28
DIF:4106 Storm Drain NE Quadrant I					
Revenue					
Commercial	2,913	0	0	0	0
Residential	36,542	4,300	4,300	4,300	4,300
DIF:4106 Storm Drain NE Quadrant Impact Fee Total	**39,455**	**4,300**	**4,300**	**4,300**	**4,300**
DIF:4107 Storm Drain SW Quadrant I					
Revenue					
Residential	2,500	7,300	7,300	7,300	7,300
DIF:4107 Storm Drain SW Quadrant Impact Fee Total	**2,500**	**7,300**	**7,300**	**7,300**	**7,300**
DIF:4108 Storm Drain SE Quadrant I					
Revenue					
Residential	4,500	4,500	4,500	4,500	4,500
DIF:4108 Storm Drain SE Quadrant Impact Fee Total	**4,500**	**4,500**	**4,500**	**4,500**	**4,500**
FTA Section 5307 - Operations: 21229					
Revenue					
Federal Grant - 5307	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000
FTA Section 5307 - Operations: 21229 Total	**1,400,000**	**1,400,000**	**1,400,000**	**1,400,000**	**1,400,000**
Gas Tax - HUTA: 41303310					
Revenue					
Section 2103	652,460	717,706	789,476	868,424	955,266
Section 2106	155,655	171,220	188,342	207,176	227,894
Section 2107	518,963	570,859	627,945	690,739	759,813
Section 2107.5	7,500	7,500	7,500	7,500	7,500
Section 2105	432,061	475,267	522,793	575,073	632,580
Gas Tax - HUTA: 41303310 Total	**1,766,639**	**1,942,552**	**2,136,056**	**2,348,912**	**2,583,053**
Gas Tax - LPP: 41305424					
Revenue					
LPP Revenue	334,000	0	308,000	0	0
Gas Tax - LPP: 41305424 Total	**334,000**	**0**	**308,000**	**0**	**0**
Gas Tax - RMRA: 41303310-4444					
Revenue					
RMRA Funds	1,627,655	1,665,074	1,763,313	1,867,348	1,870,000
Gas Tax - RMRA: 41303310-4444 Total	**1,627,655**	**1,665,074**	**1,763,313**	**1,867,348**	**1,870,000**
H.R. 133 COVID-19 Relief Funds (CR					
Revenue					
H.R. 133 COVID-19 Relief Funds	303,000	0	0	0	0
H.R. 133 COVID-19 Relief Funds (CRRSAA) Total	**303,000**	**0**	**0**	**0**	**0**

Source	'23/'24	'24/'25	'25/'26	'26/'27	'27/'28
LCTOP Transit System: 21229-350					
Revenue					
LCTOP Grant	552,907	0	0	0	0
LCTOP Transit System: 21229-350 Total	**552,907**	**0**	**0**	**0**	**0**
LTF - Parks: 42005410					
Revenue					
Pedestrian/Bike; Article 3	62,383	54,600	54,600	54,600	54,600
LTF - Parks: 42005410 Total	**62,383**	**54,600**	**54,600**	**54,600**	**54,600**
LTF - Streets: 42005330					
Revenue					
Local Transportation Funds; Article 3, 4, 8 (less RT	3,025,555	2,650,000	2,650,000	2,650,000	2,650,000
Pedestrian/Bike Allocation; Article 3	(62,383)	(54,600)	(54,600)	(54,600)	(54,600)
Transit Allocation	(735,573)	(811,000)	(850,000)	(850,000)	(850,000)
LTF - Streets: 42005330 Total	**2,227,599**	**1,784,400**	**1,745,400**	**1,745,400**	**1,745,400**
LTF - Transit: 42005493					
Revenue					
Transit Operations	735,573	811,000	850,000	850,000	850,000
LTF - Transit: 42005493 Total	**735,573**	**811,000**	**850,000**	**850,000**	**850,000**
Measure T - Environmental Enhancem					
Revenue					
Environmental Enhancement Bike/Sidewalks	133,864	130,000	130,000	130,000	0
Measure T - Environmental Enhancement: 41570000 Total	**133,864**	**130,000**	**130,000**	**130,000**	**0**
Measure T - Flex: 41580000					
Revenue					
Measure T Flex	0	60,000	0	0	0
Measure T - Flex: 41580000 Total	**0**	**60,000**	**0**	**0**	**0**
Measure T - LTP ADA: 41540000					
Revenue					
Measure T/ADA	33,466	34,000	34,000	34,000	0
Measure T - LTP ADA: 41540000 Total	**33,466**	**34,000**	**34,000**	**34,000**	**0**
Measure T - LTP Street Maintenance:					
Revenue					
LTP-Street Maintenance	870,120	870,000	870,000	870,000	0
Measure T - LTP Street Maintenance: 41520000 Total	**870,120**	**870,000**	**870,000**	**870,000**	**0**
Measure T - LTP Supplemental Street					
Revenue					
LTP Supplemental Street Maintenance	586,000	580,000	580,000	580,000	0
Measure T - LTP Supplemental Street Mai: 41530000 Total	**586,000**	**580,000**	**580,000**	**580,000**	**0**

Source	'23/'24	'24/'25	'25/'26	'26/'27	'27/'28
Measure T - RTP/3R: 41514470					
Revenue					
Measure T- RTP	1,673,500	1,673,000	1,673,000	1,673,000	0
Measure T - RTP/3R: 41514470 Total	**1,673,500**	**1,673,000**	**1,673,000**	**1,673,000**	**0**
Measure T - Tier 1: 41590000					
Revenue					
REVENUE	0	0	0	4,000,000	0
Measure T - Tier 1: 41590000 Total	**0**	**0**	**0**	**4,000,000**	**0**
Measure T - Transit Enhan. Sr.: 41560					
Revenue					
Transit Enhancement/ADA	11,378	11,500	11,500	11,500	0
Measure T - Transit Enhan. Sr.: 41560000 Total	**11,378**	**11,500**	**11,500**	**11,500**	**0**
Measure T - Transit Enhan.: 41550000					
Revenue					
Measure T - Transit Enhancement	122,478	122,500	122,500	122,500	0
Measure T - Transit Enhan.: 41550000 Total	**122,478**	**122,500**	**122,500**	**122,500**	**0**
RSTP Federal Exchange: 41315320					
Revenue					
5230-8429 RSTP-Fed. Exch.	792,000	792,000	800,000	800,000	800,000
RSTP Federal Exchange: 41315320 Total	**792,000**	**792,000**	**800,000**	**800,000**	**800,000**
SJVAPCD - Remove II Grant: 413054					
Revenue					
SJAPCD - Remove II Grant Funds	13,300	0	0	0	0
SJVAPCD - Remove II Grant: 41305422 Total	**13,300**	**0**	**0**	**0**	**0**
State Transit Assistance: 21229					
Revenue					
City - STA 21228-330	806,100	700,000	700,000	700,000	700,000
State Transit Assistance: 21229 Total	**806,100**	**700,000**	**700,000**	**700,000**	**700,000**
Storm Drain Capital Outlay: 45003040					
Revenue					
Revenue	0	0	0	0	0
Storm Drain Capital Outlay: 45003040 Total	**0**	**0**	**0**	**0**	**0**
UNDETERMINED					
Revenue					
No Revenues	0	0	0	0	0
UNDETERMINED Total	**0**	**0**	**0**	**0**	**0**

Source	'23/'24	'24/'25	'25/'26	'26/'27	'27/'28
Grand Total	22,008,792	15,123,511	16,330,944	17,851,446	10,824,318

Item:	B-1
Minutes for:	04/05/2023
Adopted:	05/17/2023

Minutes of a Regular Meeting of the Madera City Council

April 5, 2023 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 879 0131 0546#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER: Meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Elsa Mejia, District 5 (Arrived at 6:03 p.m.)
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy (Zoom), City Engineer Keith Helmuth, Chief Building Official Rafael Magallan, Community Development Director Will Tackett, Financial Services Manager Anthony Forestiere, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, IS Manager Mark Souders, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Works Director Jamie Hickman, Assistant Engineer Jonathan Gramajo and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Anita Evans

PLEDGE OF ALLEGIANCE: Councilmember Gallegos

Mayor Garcia skipped to Public Comment and heard the first comment. He then addressed the approval of the agenda.

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their

comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Pam Grewal representing Madera American Little League stated that they are fundraising utilizing the Madera Municipal Golf Course and just found out that the City of Madera owns the golf course. Ms. Grewal asked Council for a reduction in rental fees of the golf course so that they can put that money back into the community. She handed flyers regarding the fundraiser to City Clerk Alicia Gonzales for distribution to Council. Ms. Grewal indicated that she can be reached regarding her request by using the contact information on the flyer.

Arturo Martinez, Jr. introduced himself as a District Representative currently filling in for Joyce Dale in the office of Senator Anna M. Caballero. He asked Council to contact him if they had any questions. He handed business cards to City Clerk Alicia Gonzales for distribution to Council.

No further Public Comment was presented. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: None

INTRODUCTIONS: 1. Rafael Magallan, Chief Building Official

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – February 1, 2023, and February 8, 2023

Recommendation: Approve the City Council Minutes of February 1, 2023, and February 8, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for March 4, 2023 – March 24, 2023 (Report by Anthony Forestiere)

B-3 Second Reading and Adoption of an Ordinance Updating Prima Facie Speed Limits on Designated City Streets

Recommendation: Waive the Full Reading and Adopt an Ordinance Amending Section 3-5.08 of Chapter 5 of Title 3 of the Madera Municipal Code to Update Prima Facie Speed Limits on City Streets (Report by Keith Helmuth)

ORD 997 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA

MUNICIPAL CODE RELATING TO INCREASING STATE SPEED LIMIT IN CERTAIN ZONES

B-4 Designation of Applicant's Agents for Federal Disaster Assistance and Grant Assistance

Recommendation: Adopt a Resolution Designating the City Manager, Director of Financial Services, Director of Human Resources, and Administrative Analyst (Human Resources) to act as Applicant's Agents on behalf of the City of Madera with the California Governor's Office of Emergency Services for a period of three years from the date of approval (Report by Wendy Silva)

RES 23-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DESIGNATING APPLICANT'S AGENTS TO ACT ON BEHALF OF THE CITY OF MADERA WITH THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

B-5 Consideration of a Request by Filogonio Santiago and Isabel Perez for Connection to the City's Water System

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 26475 and 26479 Ellis Street (APN 038-070-010) (Report by Keith Helmuth)

RES 23-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 26475 ELLIS STREET AND 26479 ELLIS STREET (APN 038-070-010)

B-6 Letter of Support for Valley Children's Hospital

Recommendation: As the Letter of Support was provided at the time of request, this report is for informational purposes only; therefore, no action is being requested of Council (Report by Arnoldo Rodriguez)

B-7 California Department of Resources Recycling and Recovery (CalRecycle) Tire Amnesty Grant Application

Recommendation: Adopt a Resolution Authorizing the submittal of grant applications to CalRecycle for the Local Government Waste Tire Amnesty Grant Program for a period of five years (Report by Dino Lawson)

RES 23-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE SUBMITTAL OF GRANT APPLICATIONS TO CALRECYCLE FOR THE LOCAL GOVERNMENT WASTE TIRE AMNESTY GRANT FOR A PERIOD OF FIVE YEARS

C. <u>PUBLIC HEARINGS</u>:

C-1 Public Hearing on the Community Development Block Grant (CDBG) 2023-2024 Annual Action Plan Funding Allocation

Recommendation: Conduct the Public Hearing and, by Motion, Approve Tentative Allocations for the CDBG 2023/24 Action Plan in the amount of $981,730 plus the reallocation of $242,761.46 to Capital Projects/Public Improvements (Report by Anthony Forestiere)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM C-1 CAPITAL IMPROVEMENT PROJECTS WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, ITEM C-1 ADMINISTRATION TABLE 1 WITH ALLOTTED MAXIMUM WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM C-1 PUBLIC SERVICES TABLE 3 TO INCLUDE $25,000 TO REALTORS WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

Mayor Garcia called for a short recess at 7:32 p.m. Meeting reconvened at 7:39 p.m.

C-2 Initiation of Proceedings for the Annexation of the 22-S-02/TSM 2017-02 Subdivision into Community Facilities District No. 2005-1

Recommendation: Adopt a Resolution Declaring Its Intention to Annex Territory (22-S-02/TSM 2017-02 Subdivision) to Community Facilities District (CFD) No. 2005-1 (Public Services), to Authorize the Levy of Special Tax Therein, and Setting Public Hearing (Annexation 14) (Report by Will Tackett)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM C-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (22-S-02 /TSM 2017-02 SUBDIVISION) TO THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, AND SETTING PUBLIC HEARING (ANNEXATION NO. 14)

C-3 Repeal of Outdated Section 10-3.419 of the Madera Municipal Code, Telecommunications Towers, Antennas and Structures (OTA 2022-02)

Recommendation: Conduct a Public Hearing, Waive Full Reading, and Introduce Regulatory Ordinance (i) Repealing Section 10-3.419 of Title X, Chapter 3 of the Madera Municipal Code Relating to Telecommunications Towers, Antennas and Structures and (ii) Finding the Ordinance is not a Project Subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, and alternatively, exempt from CEQA under CEQA Guidelines 15061(b)(3)(Common Sense) (Report by Will Tackett)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM C-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

C-4 The Arc Fresno/Madera Counties Project General Plan Amendment (GPA 2022-03), Prezone, (REZ 2022-02), Annexation (ANX 2022-03), and Negative Declaration (ENV 2022-03)

Recommendation Conduct a public hearing and then consider the following:

1. Adoption of a Resolution adopting ENV 2022-03 (Negative Declaration) and approving GPA 2022-03 for The Arc Fresno/Madera Counties Project; and
2. Waive full reading and introduce an Ordinance of the City Council approving REZ 2022-02 amending the official City of Madera Zoning Map to prezone the approximately 242 acres "Arc Annexation Area" generally bound by Martin Avenue on the north, North D Street on the East, Adell and Ellis Streets on the south, and the existing United States Bureau of Reclamation Canal and Road 26 (Report by Will Tackett)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM C-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-38 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING ENV 2022-03 (NEGATIVE DECLARATION) AND APPROVING GPA 2022-03 FOR THE ARC FRESNO/MADERA COUNTIES PROJECT

D. <u>PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:</u>

D-1 Submittal of a Grant Application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for the purchase of a new Type 1 Fire Engine

Recommendation: Adopt a Resolution Approving the Fire Department to Apply for a Grant to Purchase a new Type 1 Fire Engine (Report by Justin Macomb)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING MADERA CITY FIRE TO APPLY FOR A SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT EMERGENCY VEHICLE REPLACEMENT GRANT AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

D-2 Amendment to City Manager At-Will Employment Agreement

Recommendation: This report has been prepared at the direction of the City Council (Council); therefore, there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Fourth Amendment to the City Manager At-Will Employment Agreement (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-40 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FOURTH AMENDMENT TO THE CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT

D-3 Approval of Additional National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS

Recommendation:
1. Approve Settlement Agreements and Participation Forms for the City's participation in the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
2. Approve the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
3. Adopt a Resolution approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS, including signing necessary documents and transmittal thereof as necessary, as it pertains to these and all future settlements (as necessary and applicable) through the National Opioid Settlements process.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY OF MADERA TO ENTER INTO THE MASTER SETTLEMENT AGREEMENTS WITH CVS, ALLERGAN, TEVA, WALMART, AND WALGREENS (INCLUDING THE RELATED PARTICIPATION AGREEMENTS); AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENTS AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION ALLOCATION AGREEMENTS WITH THE ATTORNEY GENERAL; AND AUTHORIZING THE CITY MANAGER TO CARRY OUT FURTHER RELATED ACTS

E. <u>ADMINISTRATIVE REPORTS:</u>

E-1 Informational Report on the City's Cannabis Program

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Report by Will Tackett)

E-2 Rental Housing Inspection Program Update

Recommendation: This report is submitted for informational purposes only, and no action is requested from the City Council (Report by Dino Lawson)

E-3 Emergency Repairs to Avenue 13 Sewer Trunk Main at Granada Drive – Update #5

Recommendation: This report is submitted for informational purposes only, and no action is requested from the City Council (Report by Keith Helmuth)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

Councilmember Gallegos commended Parks and Community Services Director Joseph Hebert and Police Chief Dino Lawson on a successful Easter event. She thanked the Planning Commissioners for attending the League of California Cities Conference. Councilmember Gallegos stated she attended a Madera County Board Meeting and it was difficult to follow the Zooming, so she thanked City Manager Arnoldo Rodriguez and staff for making the City of Madera Council meetings more accessible for residents and viewers. Councilmember Gallegos reminded everyone in attendance of the upcoming Relay for Life event in May. She asked the public to partner with the City in reporting illegal activities occurring at parks and around town, such as graffiti and vandalism.

Councilmember Montes thanked the American Little League for inviting him to participate in their opening day. He expressed appreciation for the Parks and Community Services Department who hosted a very successful Community Cleanup Day event. He also mentioned other events such as Stop the Hate and the Madera Police Officers Association's Easter Egg Hunt. Councilmember Montes asked for an update on PLHA (Permanent Local Housing Allocation) activities being facilitated by the City in response to securing low-income housing.

Councilmember Rodriguez stated there was nothing to report.

Councilmember Evans thanked the Engineering Department for the new stop sign on Lake Street and Sherwood Way, near James Monroe Elementary. She mentioned her enjoyment in attending the recent event honoring Dolores Huerta. She and Councilmember Villegas traveled to Washington D.C. to represent the City at the NAHRO (National Association of Housing and Redevelopment Officials) Conference.

Mayor Pro Tem Mejia mentioned attending an event hosted by the Consulate of Mexico, honoring former Mexican President Benito Juarez Garcia. She thanked the Parks and Community Services Department for their involvement in a mobile healthcare clinic event that served more than 70 residents with medical, dental and acupuncture services. She mentioned local small businesses, El Patron and Jill & Jill for providing food for this event and encouraged the public to continue to support small business owners. Mayor Pro Tem Mejia mentioned other events such as Stop the Hate and the event honoring Dolores Huerta. She asked her fellow Councilmembers to support a bill that was recently introduced by State Senator Maria Elena Durazo that would allow undocumented workers who are currently paying taxes and are ineligible for unemployment due to their immigration status, to apply for these benefits should they lose their job. Staff was instructed to agendize this item for Council's discussion. She announced the upcoming Salt of the Earth event taking place at Madera Community college which aims to raise money to create a public education center in Madera.

Councilmember Villegas mentioned his participation in the NAHRO Conference in Washington D.C. He mentioned his enjoyment in being invited to attend a local soccer tournament.

Mayor Garcia stated that he also attended the Little Leagues' opening ceremonies. He highlighted Assemblywoman Esmerelda Soria for inviting the Women of the Year recipients at

the Madera Municipal Golf Course. He mentioned attending events honoring Dolores Huerta and Cesar Chavez as well as the Easter Egg Hunt hosted by the Madera Police Department. Mayor Garcia highlighted Madera County programs involving public health that are open to the community such the Mobile Health Vans that offer services such as diabetes checks, blood pressure, COVID vaccinations and a Suicide Prevention class on how to apply NARCAN in cases of overdose.

G. **CLOSED SESSION**: None

ADJOURNMENT: Meeting was adjourned at 9:20 p.m.

UPCOMING MEETING DATES:

- Wednesday, April 19, 2023
- Wednesday, May 3, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Department Director

Arnoldo Rodriguez

City Manager

Council Meeting of: May 17, 2023

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for April 22, 2023 to May 5, 2023

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of April 22, 2023 to May 5, 2023 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	36227 – 36332	$1,065,351.34

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$620,779.31
SDI	EDD	$2,256.93
CalPERS Payment	CalPERS	$800.00

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2022/2023 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2022/2023 budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

May 17, 2023

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36227	04/25/2023	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	347.82
36227	04/25/2023	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	3,683.20
36227	04/25/2023	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	7,219.13
36227	04/25/2023	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	2,655.00
36227	04/25/2023	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	219.87
36227	04/25/2023	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	526.23
36227	04/25/2023	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	679.37
36227	04/25/2023	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	679.37
36227	04/25/2023	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	219.87
36227	04/25/2023	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	219.87
36227	04/25/2023	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	439.76
36227	04/25/2023	PW ADMIN	WATER QUALITY	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	219.84
36227	04/25/2023	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	979.48
36227	04/25/2023	PW ADMIN	MEAS K - PD	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	589.52
36227	04/25/2023	PW ADMIN	MADERA TRANSIT	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	1,757.30
36227	04/25/2023	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	04/23 JANITORIAL SERVICES	$	4,276.13
36228	04/25/2023	HR	PD OPS	BIANCHI, BRANDON	TUITION REIMBURSEMENT	$	918.00
36229	04/25/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	TINY TIKES - SPORT SHIRTS	$	333.68
36229	04/25/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	TINY TIKES - BASKETBALL SHIRTS	$	324.75
36229	04/25/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	ADULT BASKETBALL PRIZES	$	247.35
36230	04/25/2023	PD OPS	PD OPS	SANTOYO, ADRIAN	PER DIEM - BASIC SWAT WEEK 1	$	396.75
36230	04/25/2023	PD OPS	PD OPS	SANTOYO, ADRIAN	PER DIEM - BASIC SWAT WEEK 2	$	396.75
36231	04/25/2023	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL - CITY ATTORNEY	$	8.41
36232	04/25/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	81.99
36232	04/25/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	77.63
36232	04/25/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	270.36
36232	04/25/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	364.88
36232	04/25/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	229.10
36232	04/25/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	131.09
36232	04/25/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	377.76
36232	04/25/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	275.42
36232	04/25/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	795.56
36232	04/25/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	193.89
36232	04/25/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	254.93
36232	04/25/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	156.89
36232	04/25/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	434.90
36232	04/25/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	160.76
36232	04/25/2023	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	72.66

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36232	04/25/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	532.21
36232	04/25/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	613.92
36232	04/25/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	3,065.67
36232	04/25/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	2,573.85
36232	04/25/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	2,063.47
36232	04/25/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	1,441.11
36232	04/25/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	1,386.79
36232	04/25/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	749.04
36232	04/25/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	2,003.50
36232	04/25/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	1,477.38
36232	04/25/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	2,961.51
36232	04/25/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	2,486.92
36232	04/25/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	2,694.55
36232	04/25/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	2,262.73
36232	04/25/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	1,774.21
36232	04/25/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	1,041.76
36232	04/25/2023	FINANCE	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	346.50
36232	04/25/2023	FINANCE	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	326.70
36232	04/25/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	251.42
36232	04/25/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 03/16/23-03/31/23	$	7,682.58
36232	04/25/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 04/01/23-04/15/23	$	6,767.05
36232	04/25/2023	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPANE	$	4,645.32
36233	04/25/2023	FACILITIES	FACILITIES MAINT	CENTRAL COATING COMPANY, INC.	ROOF REPAIR - MILLVIEW ROTARY COMPLEX	$	561.00
36234	04/25/2023	INFO SERVICES	COMPUTER MAINT	KNOWBE4, INC.	SECURITY SOFTWARE TRAINING	$	346.71
36235	04/25/2023	GRANTS	CDBG PUBLIC SVC	OLIVE CHARITABLE ORGANIZATION	CDBG 22-23 PROGRAM YEAR 22 Q3 INVOICE	$	8,489.03
36236	04/25/2023	PD OPS	PD OPS	VIDEGAIN, ALICIA	PER DIEM - POST MGMT #23-9 SESSION #3	$	351.80
36237	04/25/2023	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	145.10
36237	04/25/2023	FINANCE	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	149.25
36237	04/25/2023	FINANCE	COMM & REC	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	858.75
36237	04/25/2023	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	20.25
36237	04/25/2023	FINANCE	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	108.75
36237	04/25/2023	FINANCE	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	500.76
36237	04/25/2023	FINANCE	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	715.65
36237	04/25/2023	FINANCE	PARKS	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	777.05
36237	04/25/2023	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	1,205.45
36237	04/25/2023	FINANCE	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	356.80
36237	04/25/2023	FINANCE	UB - WATER	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	49.75
36237	04/25/2023	FINANCE	WATER OPS	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	699.90
36237	04/25/2023	FINANCE	WATER QUALITY	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	219.55
36237	04/25/2023	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	681.45
36237	04/25/2023	FINANCE	PD OPS	PRUDENTIAL OVERALL SUPPLY	03/23 UNIFORM SERVICES	$	149.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36238	04/25/2023	WATER OPS	WATER OPS	AMERICAN WATER WORKS ASSOCIATION	AWWA MEMBERSHIP	$	4,571.00
36239	04/25/2023	ENGINEERING	TRANS IMPACT FEE	CORNERSTONE STRUCTURAL ENGINEERING GROUP	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	$	67,649.14
36240	04/25/2023	PARKS	SR CITIZEN COMM	MADERA COUNTY FOOD BANK	FOOD PRODUCTS	$	113.00
36241	04/25/2023	GRANTS	HOME DAP	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.002	$	560.50
36241	04/25/2023	GRANTS	HOME DAP	BACKOWSKI LAW GROUP, PC	LEGAL SERVICES - 2084.003	$	678.50
36242	04/25/2023	PD OPS	PD OPS	NICHOLAS CARRILLO	PER DIEM - BASIC SWAT WEEK 1	$	396.75
36242	04/25/2023	PD OPS	PD OPS	NICHOLAS CARRILLO	PER DIEM - BASIC SWAT WEEK 2	$	396.75
36243	04/25/2023	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$	570.00
36244	04/25/2023	FINANCE	PD OPS	AT&T	03/23 FIRSTNET SVS 287302965625	$	5,036.03
36245	04/25/2023	ENGINEERING	LTF - STREETS	ALERT-O-LITE	MESSAGE BOARD RENTAL	$	1,562.49
36246	04/25/2023	INFO SERVICES	COMPUTER MAINT	CDW GOVERNMENT, INC	MICROSOFT ANNUAL LICENSING	$	98,547.82
36247	04/25/2023	FACILITIES	FACILITIES MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD SERVER ROOM	$	222.66
36248	04/25/2023	FINANCE	PD OPS	COMCAST	04/23 SVS 8155500320092096	$	175.86
36249	04/25/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG CARES HOUSING STABILIZATION PROGRAM CV3	$	1,639.01
36249	04/25/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG 22/23 Q2 RAPID REHOUSING 10/22-12/22	$	559.94
36249	04/25/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG 22/23 Q2 FMCOC 10/22-12/22	$	1,286.50
36249	04/25/2023	HR	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG CARES HOUSING STABILIZATION PROGRAM CV3	$	3,907.96
36250	04/25/2023	INFO SERVICES	LTF - STREETS	DLT SOLUTIONS, INC.	AUTOCAD LICENSE RENEWAL	$	6,986.06
36251	04/25/2023	CITY ADMIN	COMMUNITY PROMO	ECONOMIC DEVELOPMENT COMMISSION	3RD QTR 22/23 EDC CONTRIBUTION	$	44,857.25
36252	04/25/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 04/01/23-04/15/2023	$	17,260.00
36253	04/25/2023	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9916545	$	400.00
36254	04/25/2023	PD OPS	ANIMAL CONTROL	MADERA COUNTY	ANIMAL SERVICES FY 22/23 10 OF 12	$	13,781.25
36255	04/25/2023	GRANTS	CDBG PUBLIC SVC	MADERA RESCUE MISSION, INC.	CDBG 22/23 3RD QTR	$	9,506.88
36256	04/25/2023	BUILDING	BUILDING	MADERA TRIBUNE	PUBLIC HEARING NOTICE - BUILDING CODE	$	455.00
36256	04/25/2023	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 997 CS	$	201.50
36256	04/25/2023	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$	1,189.50
36257	04/25/2023	WWTP	WWTP	METTLER TOLEDO, INC.	EQUIPMENT MAINTENANCE & CALIBRATIONS	$	807.52
36258	04/25/2023	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS - SIDEWALK IMPROVEMENT	$	33,139.75
36258	04/25/2023	PARKS ADMIN	PARKS	O'DELL ENGINEERING, INC.	PARKS DESIGN SERVICES - OLIVE PARK	$	4,845.19
36259	04/25/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 5207933925-6	$	57.89
36259	04/25/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9787342989-4	$	123.98
36259	04/25/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 8675479583-8	$	43.81
36260	04/25/2023	PLANNING	PLANNING	QUAD-KNOPF ENGINEERING	PROFESSIONAL CONSULTING SERVICES	$	13,353.10
36261	04/25/2023	FACILITIES	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	MONITORS	$	3,009.44
36262	04/25/2023	GRANTS	MADERA TRANSIT	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	$	150.00
36263	04/25/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$	50.00
36263	04/25/2023	PARKS	PARKS	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$	56.25
36264	04/25/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$	50.00
36264	04/25/2023	PARKS	PARKS	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$	115.00
36265	04/25/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$	50.00
36266	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000668	$	40.41

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36267	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922756	$ 189.59
36268	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922835	$ 257.12
36269	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9920897	$ 767.95
36270	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 1172001 525 S D	$ 221.65
36271	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923016	$ 107.21
36272	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9905031	$ 273.89
36273	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915918	$ 138.05
36274	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8191003	$ 226.29
36275	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922010	$ 109.98
36276	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8797095	$ 250.10
36277	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923512	$ 143.61
36278	04/25/2023	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 152.09
36279	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9198035	$ 112.16
36280	04/25/2023	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERM REFUND 9918668	$ 152.32
36281	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918654	$ 99.39
36282	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918654	$ 54.45
36283	04/25/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915908	$ 128.86
36284	05/01/2023	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	03/23 PD CAR WASHES	$ 185.00
36285	05/01/2023	PW ADMIN	WATER QUALITY	MENDOZA, MARTIN	PER DIEM - CRWA DIST CERTIFICATION REVIEW	$ 96.00
36286	05/01/2023	PARKS ADMIN	PARKS	FUENTES CONCRETE INC	LTC SUNKEN CONCRETE	$ 35,050.00
36287	05/01/2023	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 04/28/23 PAYROLL	$ 1,092.78
36288	05/01/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	T-BALL SHIRTS - COACH	$ 182.67
36289	05/01/2023	PD OPS	MEAS K - PD	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	$ 113.66
36290	05/01/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES	$ 4,000.00
36291	05/01/2023	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	$ 366.99
36292	05/01/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	$ 2,236.06
36292	05/01/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 03/16/23-03/31/23	$ 647.57
36292	05/01/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 04/01/23-04/15/23	$ 326.34
36293	05/01/2023	HR	CITY CLERK	SIJ HOLDINGS LLC	RECRUITMENT ADS & PUBLICATION OF ORD 996 CS	$ 462.84
36293	05/01/2023	HR	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS & PUBLICATION OF ORD 996 CS	$ 3,369.75
36294	05/01/2023	PW ADMIN	WATER QUALITY	BACKFLOW SOLUTIONS INC	ANNUAL BSI ONLINE SUBSCRIPTION	$ 495.00
36295	05/01/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	$ 25,300.00
36296	05/01/2023	FINANCE	FINANCE	BRENDA MENDEZ	PER DIEM - TYLER CONNECT 2023	$ 224.00
36297	05/01/2023	PARKS	PARKS	3M FENCE	LTC SUNKEN CONCRETE	$ 1,275.06
36298	05/01/2023	FINANCE	COMM & REC	AT&T	03/23 CALNET 3 SVS 9391026396	$ 258.64
36298	05/01/2023	FINANCE	MEAS K - FIRE	AT&T	03/23 CALNET 3 SVS 9391068734	$ 49.40
36298	05/01/2023	FINANCE	SEWER OPS	AT&T	04/23 CALNET 3 SVS 9391031570	$ 196.20
36298	05/01/2023	FINANCE	SR CITIZEN COMM	AT&T	03/23 CALNET 3 SVS 9391026398	$ 23.19
36298	05/01/2023	FINANCE	SR CITIZEN COMM	AT&T	03/23 CALNET 3 SVS 9391026403	$ 25.92
36298	05/01/2023	FINANCE	PD OPS	AT&T	04/23 CALNET 3 SVS 9391020514	$ 154.88
36298	05/01/2023	FINANCE	PD OPS	AT&T	03/23 CALNET 3 SVS 9391059143	$ 2,502.21

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36298	05/01/2023	FINANCE	PD OPS	AT&T	03/23 CALNET 3 SVS 9391026401	$	23.18
36299	05/01/2023	WATER QUALITY	WATER QUALITY	BSK ASSOCIATES	PFAS SAMPLING	$	1,135.00
36300	05/01/2023	ENGINEERING	AFFORDABLE HOUSING	BUSH ENGINEERING, INC.	R-94 -SAFETY IMPROVE-GEORGE WASHINGTON SCHOOL	$	3,971.38
36301	05/01/2023	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	PLOTTER PAPER	$	124.94
36302	05/01/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 04/28/2023 PAYROLL	$	911.08
36303	05/01/2023	FINANCE	COMPUTER MAINT	COMCAST	04/23 SVS 8155500320322006	$	88.13
36304	05/01/2023	PW ADMIN	FACILITIES MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	$	63.75
36304	05/01/2023	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	$	63.75
36304	05/01/2023	PW ADMIN	SEWER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	$	63.75
36304	05/01/2023	PW ADMIN	WATER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	$	63.75
36305	05/01/2023	ENGINEERING	ENGINEERING	FEDERAL EXPRESS	EXPRESS SHIPPING	$	39.76
36306	05/01/2023	FIRE	MEAS K - FIRE	L.N. CURTIS & SONS	NEW ENGINE #57	$	39,335.33
36307	05/01/2023	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	$	5,076.50
36308	05/01/2023	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 6725051	$	175.00
36308	05/01/2023	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9924650	$	175.00
36309	05/01/2023	FINANCE	PAYROLL TRUST	M.C.E.A.	04/23 MONTHLY DUES	$	300.00
36310	05/01/2023	FINANCE	PD OPS	MADERA COUNTY TREASURER	03/23 COUNTY'S PORTION OF PARKING PENALTIES PAID	$	143.00
36311	05/01/2023	FINANCE	PAYROLL TRUST	M P O A	04/23 MONTHLY DUES	$	6,513.92
36312	05/01/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT - DISPATCHER	$	68.40
36312	05/01/2023	PW ADMIN	WATER QUALITY	MADERA TRIBUNE	REQUEST FOR PROPOSALS - RFP 202223-13	$	139.75
36313	05/01/2023	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$	4,113.68
36314	05/01/2023	PD OPS	PD OPS	OCCU-MED, LTD.	EXAM SERVICES	$	838.00
36315	05/01/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	95.59
36315	05/01/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	(2,053.55)
36315	05/01/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	3,089.29
36315	05/01/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	1,165.02
36315	05/01/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 6690755760-8	$	91.69
36315	05/01/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/23 SERVICE 1619119913-8	$	107.02
36315	05/01/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	30,826.23
36315	05/01/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	3,544.53
36315	05/01/2023	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	1,223.62
36315	05/01/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	176.96
36315	05/01/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	7,152.71
36315	05/01/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	2,381.88
36315	05/01/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	354.21
36315	05/01/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	134.71
36315	05/01/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	100,305.64
36315	05/01/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	131.77
36315	05/01/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	10.51
36315	05/01/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	32.55
36315	05/01/2023	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$	22.86

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36315	05/01/2023	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 11.63
36315	05/01/2023	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 56.58
36315	05/01/2023	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 43.15
36315	05/01/2023	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 32.55
36315	05/01/2023	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 11.76
36315	05/01/2023	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 67.98
36315	05/01/2023	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 11.78
36315	05/01/2023	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 70.33
36315	05/01/2023	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 24.07
36315	05/01/2023	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3533032414-2	$ 128.98
36316	05/01/2023	PARKS ADMIN	PARKS	PARK ASSOCIATES	MILLVIEW PLAYGROUND REPLACEMENT PARTS	$ 16,123.80
36317	05/01/2023	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	03/23 CITATIONS	$ 295.52
36318	05/01/2023	PD OPS	MEAS K - PD	PROFORCE	MISC PD EQUIPMENT	$ 1,888.52
36318	05/01/2023	PD OPS	MEAS K - PD	PROFORCE	FIREARMS	$ 669.84
36319	05/01/2023	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	$ 992.40
36320	05/01/2023	CITY ADMIN	HR/RISK MGT	SILVA, WENDY	PER DIEM - TYLER CONNECT 2023	$ 224.00
36321	05/01/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 04/28/23 PAYROLL	$ 25.00
36322	05/01/2023	PD OPS	PD OPS	TRUKKI, MARK	PER DIEM - POST MGMT COURSE #23-10 SESSION 2	$ 351.50
36323	05/01/2023	GRANTS	MADERA TRANSIT	VILLA GARDENING SERVICE INC	03/23 LAWN SERVICE - TRANSIT	$ 500.00
36323	05/01/2023	GRANTS	MADERA TRANSIT	VILLA GARDENING SERVICE INC	04/23 LAWN SERVICE - TRANSIT	$ 500.00
36324	05/01/2023	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 103.76
36324	05/01/2023	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 38.01
36324	05/01/2023	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 51.88
36324	05/01/2023	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 152.04
36324	05/01/2023	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 1.59
36324	05/01/2023	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 38.01
36324	05/01/2023	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 1.59
36324	05/01/2023	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 51.88
36324	05/01/2023	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 15.09
36324	05/01/2023	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 1.59
36324	05/01/2023	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 1.59
36324	05/01/2023	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 151.17
36324	05/01/2023	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 38.01
36324	05/01/2023	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 75.58
36324	05/01/2023	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/23-04/10/23	$ 494.21
36325	05/01/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 2,690.00
36326	05/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9896855	$ 10.83
36327	05/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915726	$ 3.95
36328	05/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921194	$ 161.81
36329	05/01/2023	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 152.12
36330	05/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9907486	$ 300.35

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36331	05/01/2023	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$	174.64
36332	05/01/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9896356	$	173.37
245	04/26/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 04/18/2023	$	305.32
246	04/26/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	PLAN #302351 CONTRIBS FOR 04/25/23 PAYROLL	$	1,201.66
247	05/03/2023	FINANCE	INS/RISK MGT	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 CARES & SECURE AMENDMENT	$	325.00
248	05/03/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 04/14/23 PAYROLL	$	31,648.65
249	05/03/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 04/14/2023 PAYROLL	$	9,742.80
250	05/03/2023	FINANCE	WWTP BOND ADMIN	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	$	230,305.83
251	05/05/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 04/28/2023	$	718.56
252	05/05/2023	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	04/23 MONTHLY DUES	$	2,307.50
253	05/05/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/01/2023	$	405.00
254	05/05/2023	FINANCE	FINANCE	CALPERS	UNFUNDED ACCRUED LIABILITY CONTRIBUTION	$	800.00
255	05/05/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 04/28/23 PAYROLL	$	31,286.25
			BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL			**$**	**1,065,351.34**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council a monthly informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The Civil Service Commission (Commission) met May 2, 2023, and approved eligibility lists for the following:

- Wastewater Treatment Plant Operator-in-Training
- Animal Control Officer
- Police Officer Trainee

The following employees began employment with the City since our last report.

Table 1: *New Hires and Re-hires*

Name	Position	Department	Status*	Effective Date
Jonathan Rivera	Park Aide	Parks & Community Services	PT	4/24/23
Michael Lima	Director of Financial Services	Finance	FT	4/24/23

Table 1: *New Hires and Re-hires, continued*				
Name	Position	Department	Status*	Effective Date
Ismael Hernandez	Public Works Operations Director	Public Works	FT	4/24/23
Joshua Parker	Payroll Specialist	Finance	FT	5/8/23
Oscar Calderon	Park Aide	Parks & Community Services	PT	5/8/23
Veronica Duran	Park Aide	Parks & Community Services	PT	5/8/23
Jeremy McCool	Police Officer Trainee	Police	FT	5/8/23

*Status: PT = Part Time, FT = Full Time

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

Table 2: *Promotions, Transfers, or Assignment Changes*			
Name	Old Position	New Position	Effective Date
Liliana Camacho	Administrative Assistant	Program Manager – Grants	4/24/23
David Huff	Program Manager – Grants (full time)	Program Manager – Grants (part time)	4/24/23
Jamie Hickman	Interim Public Works Operations Director	Streets & Storm Drainage Operations Manager	4/24/23
Javier Valdez	Streets & Storm Drainage Operations Manager (out-of-class assignment)	Streets & Storm Drainage Supervisor	4/24/23

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	Position	Department	Status*	Effective Date
Leslie Duran	Program Leader I	Parks & Community Services	PT	12/11/22
Carmen Iribe	Program Leader I	Parks & Community Services	PT	12/17/22

Table 3: *Separations, continued*				
Name	Position	Department	Status*	Effective Date
Adam Garcia	Animal Control Officer	Police	FT	4/15/23
Raul Erigio	Construction Inspector I	Engineering	FT	4/19/23
Damian Avila	Police Officer Trainee	Police	FT	4/25/23
Mark Souders	Information Services Manager	Information Services	FT	4/28/23
Ruth Padilla	Neighborhood Preservation Specialist I	Police – Code Enforcement	FT	5/5/23

*Status: PT = Part Time, FT = Full Time

FINANCIAL IMPACT:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: B-4

SUBJECT:

Acceptance of payment from City's own insurance pool for water damage to the Frank Bergon Senior Center

RECOMMENDATION:

Adopt a Minute Order accepting an insurance payment from the City's own insurance pool for water damage repairs to the Frank Bergon Senior Center in the amount of $39,824.31

SUMMARY:

On October 10, 2022, City of Madera (City) Parks and Community Services (PCS) staff entered the Frank Bergon Senior Center and observed the facility to have flooded from an internal water source. Public Works Facilities Division (Facilities) staff investigated and found the source of the flooding inside the janitorial closet. Various contractors were required to clean up the water damage, test for mold and asbestos, and refurbish areas of the building that were damaged. The total cost of repairs was $44,824.31. The City filed an insurance claim against GuideOne, the insurance provider for the City's janitorial contractor, Service Master. GuideOne denied the City's claim so the City filed a property claim with the City's property insurance program to receive funds for the extensive loss, less the City's $5,000 self-insured retention. The requested action finalizes the insurance claim the City made against the City's property insurance program. The City's insurance is currently pursuing subrogation from GuideOne.

DISCUSSION:

Service Master is the City's contracted janitorial service provider for City facilities. Service Master is responsible for cleaning which includes sweeping, mopping, cleaning of restrooms, emptying of trash receptacles, and other janitorial tasks. The company typically services City facilities during the evening hours while most, if not all, City personnel are not on site.

The Frank Bergon Senior Center has a security alarm that is monitored by a third-party alarm service. The alarm keeps track of when the building is armed and disarmed. Certain personnel are assigned codes to be able to arm and disarm the building. The system recognizes who is arming and disarming the system by these codes. According to the alarm log, during the evening of Thursday, October 6, 2022, Service Master disarmed the alarm (entered the building) at 9:09 pm and exited the building (armed) at 9:29 pm. The next entry shows that Service Master entered the Frank Bergon Senior Center on Friday, October 7, 2022 at 11:45 pm and exited at 11:49 pm (just 4 minutes later). The next entry on the alarm log is on Monday, October 10, 2022 at 9:17 am by PCS staff. At this time, staff became aware of the water damage and Facilities was notified of the damage. The pertinent alarm log entries can be seen in Figure 1 below.

Staff investigated the incident in order to identify the source of the water flooding. Staff looked inside the janitor's closet and located a sink with a hose attached to the spout. The hose from the spout was resting inside a mop bucket that was brimming with water. The water to the Senior Center was turned off when Facilities staff was investigating, but when the water was turned back on, the water from the janitor's closet sink began to overflow from the mop bucket. Staff does not know who turned off the water to the facility, but suspects that an unknown party may have noticed water flowing from the building and shut off the water at the exterior of the building. The overflowing mop bucket can be seen in Figure 2 below.



Figure 1. Mop bucket inside janitor's closet full of water and hose from sink resting inside.

Water flooded throughout the building and likely reached several inches in height in some areas based on the water damage left behind. Various contractors were required to dry out the building, clean carpets, test for hazardous materials like asbestos and mold, and to refurbish

areas of the building that were damaged. In total, the City incurred $44,824.31 in repair invoices from outside contractors. See the following three photos documenting the water damage.



Figure 2. Photos of standing water.

The City filed an insurance claim against GuideOne, the insurance provider for Service Master. Despite the City's efforts of providing relevant information, including evidence showing Service Master personnel were the last people in the building prior to the discovery of the flooding incident to GuideOne, they denied the City's claim. The City filed a property claim with the City's own property insurance program to receive funds for the extensive loss.

The City participates in the Alliant Property Insurance Program (APIP) through Alliant Insurance Services. This program has a $100,000 deductible for scheduled property losses. Additionally, the City participates in the Central San Joaquin Valley Risk Management Authority (CSJVRMA) pooled property program, which provides coverage for scheduled property up to $100,000, less a $5,000 self-insured retention. The damages experienced at the Frank Bergon Senior Center fall within coverage of the CSJVRMA pooled property program. The breakdown of the City's insurance claim shown in Table 1:

Table 1. Insurance Calculation	
Water Remediation (extraction and carpet cleaning)	$10,539.22
Mold/Asbestos Testing and Abatement	$10,379.48
Reconstruction/Restoration	$23,905.61
Subtotal	*$44,824.31*
Less City's Self-Insured Retention	-$5,000
Net Payment to City from Insurance	**$39,824.31**

The City has received the insurance payment in the amount of $39,824.31 from the CSJVRMA pooled property program to reimburse the PCS Department for expenditures related to the water remediation and repairs.

The City's insurance is actively seeking subrogation from GuideOne based on the position that Service Master was liable for the damages caused to the Frank Bergon Senior Center. If the City's insurance is able to recover funds, the insurance pool will be repaid first, and then any additional funds would go to the City toward the $5,000 self-insured retention.

FINANCIAL IMPACT:

The insurance proceeds will reimburse the PCS Department for expenditures related to the remediation and repair of water damages caused by the incident, less the City's $5,000 self-insured retention. Attempts will be made to recover the $5,000 self-insured retention, though the outcome is uncertain at this time.

ALTERNATIVES:

Council could direct staff to return the insurance proceeds.

ATTACHMENTS:

None.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: B-5

SUBJECT:

Outside City Limits Water Connection for 16385 North D Street (APN 038-082-002)

RECOMMENDATION:

Adopt a resolution approving an agreement between the City and Carol D. Moore, Carl Armentrout, and Terry Armentrout for connection to the City's water system

SUMMARY:

The City has a policy wherein properties located outside the City Limits but proximate to the City water and sewer systems may apply for and receive City utility services under certain conditions. If approved by Council, an Agreement for Outside City Limits Water Connection would be recorded against the subject parcel on the title.

DISCUSSION:

The property owners, Carol D. Moore, Carl Armentrout, and Terry Armentrout, have an existing single-family residence on a 0.33-acre parcel located on the southeast intersection of North D and Ellis Streets. The subject site is directly east of the Omni Subdivision which is actively being developed.

The property owners have requested that they be allowed to connect to the existing 14-inch City water main in North D Street and have declared their request urgent as the property has a failing well. Without potable water, they would likely need bottled water or pay for water service delivered to the property.

It is noted that a one-inch water line would be installed and metered, similar to all new residential City connections. In addition, the owners would be required to remit Development Impact Fees (DIF) of $845 and a payback fee for half the value of the 8-inch component of the 14-inch water main. They would then be charged fixed and volumetric charges (i.e., consumption-based) similar

to existing customers. Similar to existing customers, the property owners would bear all expenses.

It is further noted that the City has recently approved several other similar requests in this area, including:

1. Two requests on North D Street, northeast of the site
2. Two requests on Country Club Drive, southwest of the site
3. One request on Ellis Street, west of D Street

LOCAL AGENCY FORMATION COMMISSION

Given that the subject site is outside of the City Limits, LAFCO review is required. On May 1, 2023, LAFCO approved the request. The City requires an Agreement to be recorded regarding terms and conditions for subject services and the Owners' covenant not to protest annexation.

FINANCIAL IMPACT:

Approving this request for outside City Limits water connection imposes no additional expense to the City, Water Enterprise Fund, or the General Fund, as the property owners pay all costs associated with the physical construction of the water lateral and meter. In addition, the property owners would pay single-family residential Development Impact Fees, also known as DIF, for both structures.

ALTERNATIVES:

Council may deny the request or may seek clarifying information. Should the request be denied, the residents may face hardships and have to seek other alternatives.

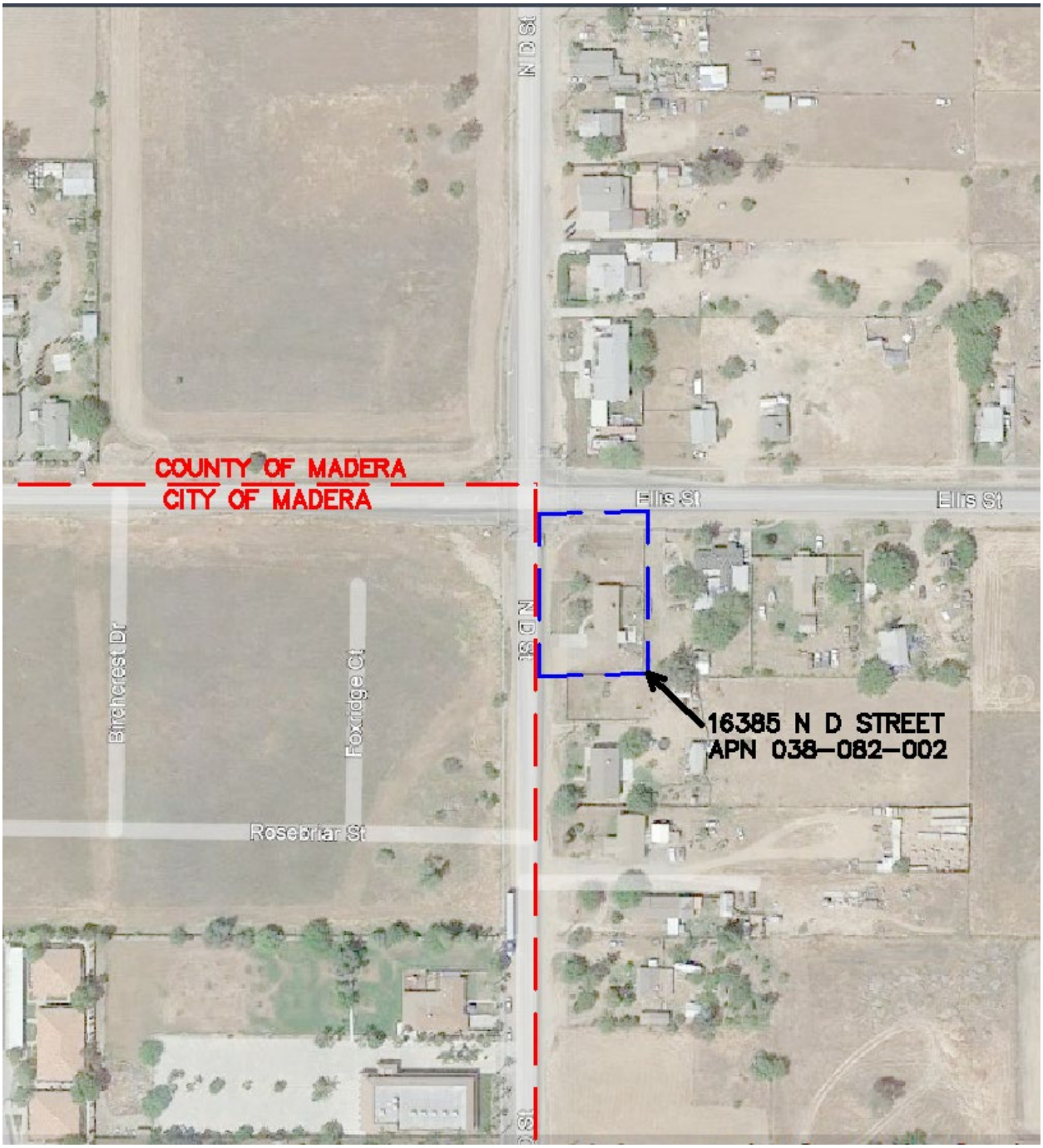
ATTACHMENTS:

1. Location Map
2. Resolution
   Exhibit A – Agreement

Attachment 1

Location Map

16385 N D Street



Attachment 2

Resolution

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16385 NORTH D STREET (APN 038-082-002)

WHEREAS, Carol D. Moore, Carl Armentrout, and Terry Armentrout own the property located at 16385 North D Street (collectively "Property") and desire to connect the Property to the City water system; and

WHEREAS, the property is located in the unincorporated territory of the County of Madera; and

WHEREAS, the City Council is willing to authorize the said connection to the City's water system, subject to certain conditions; and

WHEREAS, all costs to connect to the City water system will be borne by the Property owner.

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 Council approves the Agreement for Outside City Limits Water Connection for 16385 North D Street (APN 038-082-002), attached to this resolution as Exhibit A and incorporated by reference.
3. The City Engineer and City Clerk, with concurrence of the City Attorney, are authorized to make any clerical and non-material corrections to this resolution and the Agreement.
4. Staff is hereby directed to record the Agreement.
5. This resolution is effective immediately upon adoption.

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

Exhibit A

Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MADERA
205 W. 4TH STREET
MADERA, CA 93637

Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code……No Fee Due

Address: 16385 N D Street, Madera, California
APN: 038-082-002

AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16385 N D STREET (APN 038-082-002)

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16385 N D Street ("Agreement"), is made and entered into this ____ day of _____, 2023, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and CAROL D. MOORE, CARL ARMENTROUT AND TERRY ARMENTROUT, hereinafter called "OWNER".

RECITALS

A. OWNER is the record owner of that certain real property located at 16385 N D Street, in the County of Madera, California and more particularly described below.

B. The Property consists of 0.33 acres, more or less, located on the southeast corner of D and Ellis Streets, known as 16385 N D Street, in the unincorporated territory of Madera County (the "Subject Property").

C. OWNER desires a water connection to serve one dwelling on the Subject Property.

D. CITY is willing to authorize said water connection subject to conditions as set forth in this Agreement.

AGREEMENT

In consideration of the recitals above, which are incorporated herein, and the mutual promises contained herein, the Parties agree as follows:

1. Authority to Connect to City Water. CITY hereby authorizes OWNER to connect to the 14-inch water main on D Street to serve one dwelling on the Subject Property located at 16385 N D Street, which property is more particularly described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE LAND REFERED TO HEREIN IS DESCRIBED AS FOLLOWS:

THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS, TO WIT:

ALL THAT PORTION OF LOT 156 IN SECTION 12, TOWNSHIP 11 SOUTH, RANGE 17 EAST, M.D.B.&M., ACCORDING TO THAT CERTIAN MAP DESIGNATED AS "MAP OF MILLER & LUX'S SUBDIVISION OF LANDS AT MADERA, FILED AND RECORDED IN THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, FEBRUARY 2, 1895, IN VOL. 1 OF MAPS, AT PAGE 11, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 156, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 126.68 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT A DISTANCE OF 165.80 FEET: THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID LOT A DISTANCE OF 126.68 FEET TO THE WEST LINE OF SAID LOT AND CENTER LINE OF 80 FOOT ROAD: THENCE NORTHERLY 165.80 FEET ALONG SAID CENTER LINE OF SAID ROAD AND WEST LINE OF SAID LOT TO THE NORTHWESTERLY CORNER THEREOF AND POINT OF BEGINNING.

APN: 038-082-002

2. Payment of Fees. Prior to any such water connection, APPLICANT shall pay to CITY water impact fees which total $845.00. Impact fees are based on one single family residence on the parcel. Any additional development on the Subject Property will be subject to additional CITY impact fees. OWNERS shall also pay to CITY connection, permit, inspection or other fees as required, and 50% of the cost to install the 8-inch component of the 14-inch water main located in D Street, in the amount of $3,120.00. On and after connection of OWNERS' property to the CITY water system, OWNER shall pay to CITY the monthly water service charges as determined by the Director of Finance.

3. Municipal Service Application and Service Rates. In addition to this Agreement, OWNER agrees to complete a Municipal Service Application to apply for water and agree to pay the water rates applicable to City residents which will be billed in accordance with City billing of City residents. As a new water service connection, OWNER is required to install a water meter and a reduced pressure back flow prevention device at property line in accordance with CITY Standard Specifications and destroy any existing wells in accordance with the Madera County and California Department of Health Standards.

4. Discontinuance of Utilities. The parties acknowledge that one result of the utility billing method of payment is to allow City to use the non-judicial remedy of discontinuing all

utility services in the event of a default by OWNER in the performance of its duties and obligations pursuant to the Agreement.

5. No Assignment; Agreement Runs with the Land. The rights and obligations of the parties shall not be assigned or transferred to others without the prior written consent of the other party. This Agreement shall be binding upon and insure to the benefit of the parties' successors or assigns. The burdens and benefits of this Agreement shall run with the land identified in Exhibit A attached hereto. This Agreement shall be executed in recordable form.

6. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

TO OWNER: CAROL MOORE ET AL
16385 N D St
Madera, CA 93638

TO CITY: CITY OF MADERA
Attn: City Manager
205 W. 4th Street
Madera, CA 93637

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

7. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic water service to the Subject Property. Any future water connection for property development purposes is subject to CITY approval.

8. LAFCo Approval. The Subject Property is located outside the corporate limits of the City of Madera but within the City's Sphere of Influence. Due to this, the CITY must obtain authorization from the Madera Local Agency Formation Commission (LAFCo) to extend and/or

connect utility services to the subject property. LAFCo authorization requires the submittal of an application for review. The CITY has prepared and submitted the required application, and LAFCo has authorized the extension and/or connection of utility services to the Subject Property.

9. Annexation. In accordance with Government Code Section 56133 (b) and LAFCo's approval of the application to extend and/or connect utility services to the Subject Property, OWNER agrees not to protest the future annexation of the subject property into the City of Madera, if such annexation is not subject to conditions, excluding the facts pertaining to the annexation itself or the extension of water or sanitary sewer service, which might materially prejudice those holding interest in the Subject Property.

10. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

11. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement shall not be construed to relieve OWNER from properly maintaining improvements on OWNERS' property as required by any existing site plan or conditional use permit, to excuse compliance with any law or regulation of general application, or to address any developmental requirements that may be applied to any future development of OWNERS' property. Without limitation of the foregoing, OWNER acknowledges that the Development Impact Fees paid as provided herein are for the existing residence only, and any additional residences or other uses or additional improvements will require the payment of additional Development Impact Fees as may be applicable to such additional residences, uses or improvements.

No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

12. Time of the Essence. Time is of the essence for each condition, term, and provision in this Agreement.

13. Counterpart Signatures. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement

shall be enforceable and effective only on the complete execution of this Agreement by the parties.

14. Severance. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

15. No Waiver. A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

16. Headings. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

17. Applicable Law. This Agreement shall be governed and construed in accordance with California law. This Agreement concerns real property located in Madera, California and each party agrees that a court of competent jurisdiction for the judicial district including Madera, California would be the most appropriate court for any litigation that might arise in connection with this Agreement.

18. Authority to Sign. Each party signing below certifies that he or she is authorized to execute this Agreement and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

19. Amendments to Agreement. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. This Agreement and any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Madera.

20. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic use and residential landscape irrigation use. No use of CITY water for agricultural irrigation or other use atypical of residential use shall be allowed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

CITY OF MADERA

By: _____
Keith B. Helmuth, City Engineer

By: _____
Santos Garcia, Mayor

OWNERS

By: _____
Carol D. Moore

By: _____
Carl Armentrout

By: _____
Terry Armentrout

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTACH NOTARY ACKNOWLEDGEMENT

REPORT TO CITY COUNCIL

Approved by: **Council Meeting of:** May 17, 2023

Arnoldo Rodriguez, City Manager

Agenda Number: B-6

SUBJECT:

Local state of emergency related to the closure of Madera Community Hospital

RECOMMENDATION:

Adopt a Resolution continuing to support Madera County's Proclamation of a local emergency due to the closure of Madera Community Hospital for 30 days.

SUMMARY:

On January 18, 2023, the Council adopted a resolution supporting a Madera County Proclamation of the existence of a local emergency due to the closure of Madera Community Hospital (MCH) and formalizing the City's stance on the local emergency. Furthermore, the approval of the Resolution demonstrates support for any requests for state and federal funding to reopen MCH or for alternative healthcare options for the residents of Madera. Legislative bodies are required by the Office of Emergency Services to approve a Resolution to extend the state of emergency every 30 days until termination. Council last approved a Resolution extending this State of Emergency on April 19, 2023.

BACKGROUND:

During a Public Comment portion of the August 3, 2022, Council meeting, Madera Community Hospital (MCH) informed the Council of the financial hardship it faced as a result of operating during the COVID-19 pandemic and requested $1 million in American Rescue Plan Act (ARPA) to allow continued operations while its affiliation with St. Agnes Medical Center/Trinity Health was under consideration with the State Attorney General. MCH accrued millions of dollars in debt due to labor cost inflation, costly treatment, and shouldering the cost of intensive care services for COVID-19 cases. The Hospital attributes the years of accumulated liability to its high census of Medi-Cal patients and low reimbursement rates.

Subsequently, at Council's direction, relief funding was revisited for further consideration on September 21, 2022, where MCH provided additional details that justified the request for $1

million in ARPA funds. Considering that 100 percent of ARPA funds received by the City were previously allocated to the City's Sewer and Water Enterprise Funds for public infrastructure projects to lower utility rates, and that any reallocation of monies would not sustain a long-term solution for MCH, the Council elected to sponsor the MCH/Trinity Health affiliation with a Letter of Support in lieu of reallocating ARPA funding.

In the interim, City Staff facilitated meetings with MCH and local, regional, and state officials to identify alternative funding options MCH may either apply for or be entitled to, which included:

- MCH was owed $23 million from the State to which Senator Caballero's office is intervening to expedite these funds.
- If additional funding was not received, MCH had funding to operate until mi November.
- The requested allocation of $1 million from the City would have allowed the hospital to operate for an additional 1-2 weeks.
- Potential Federal Emergency Management Agency (FEMA) funding for COVID relief had not been previously sought by MCH when these funds were made available for application. Congressman Jim Costa's office recommended that MCH urgently apply, as the Hospital had not tapped into this funding source.
- $5 million in state funding secured by Assemblyman Bigelow and Senator Caballero for immediate debt relief.
- MCH received a loan of $15 million from Trinity Health to ensure continued operations while the merger was under consideration.

MCH entered into discussions of an affiliation agreement with Trinity Health/St. Agnes Medical Center to alleviate its financial burden and to provide continuity of care for its patients. Under State law, the affiliation agreement was subject to the California Attorney General's approval. Attorney General Rob Bonta conditionally approved the agreement; however, based on the conditions set forth, Trinity Health Corporation elected to abandon the affiliation, causing MCH to cease operations and close its facilities indefinitely.

Upon this decision, MCH advised their agency partners that they would file for Chapter 11 bankruptcy. The Hospital's closure leaves approximately 160,000 Madera County residents and surrounding communities without full-service healthcare facilities, including a 24-hour emergency room, surgical facilities, radiology services, and inpatient critical care. Specifically, the closure of MCH poses numerous challenges to the delivery of public health services to the community. These include, but are not limited to, the following:

1. Mandated services to the medically indigent;
2. Medical facility for 72-hour crisis holds for adults and children;
3. Delays in response times for Emergency Medical Services Personnel;
4. Strain to surrounding healthcare facilities and increased patient volume;
5. Rerouting of local law enforcement from other matters of public safety to health-care related emergencies;
6. Overall negative impact on health outcomes for all residents.

In response to the immediate risk to public health and safety, Council adopted a resolution supporting the County's declaration of a Local State of Emergency and authorized City resources and staff time for a partnership with Madera County to evaluate potential healthcare options. As required by the California Office of Emergency Services (OES), declarations of local emergencies must be approved by Resolution every 30 days until terminated. Due to the absence of a full-service hospital and life-saving services outlined above, Staff finds reason to continue the local emergency and support the need for state and federal funding. Staff recommends Council adopt a resolution supporting the local public health emergency declared upon the closure of Madera Community Hospital, extending the period for an additional 30 days.

DISCUSSION:

Upon the closure of MCH, Sherriff Pogue proclaimed a local state of emergency in his role as Director of Emergency Services for Madera County. The Madera County Board of Supervisors (BOS) ratified the Sherriff's action on January 3, 2023. At the BOS meeting on January 10, 2023, County staff received direction to study potential options and alternatives for providing emergency and hospital medical services for the citizens of Madera. Council also adopted a Resolution supporting the County's Proclamation, recognizing the existence of a local Emergency in Madera on January 18, 2023. In addition, Council authorized the City Manager to allocate staff time and up to $60,000 in resources to partner with the County in evaluating potential options for healthcare and emergency medical care services for Madera residents.

It should be noted that the closure of MCH continues to have a regional effect, with many neighboring hospitals now under extreme strain with the overflow of patients. To that extent, on January 3, 2023, the Fresno County Board of Supervisors (FCBOS) also proclaimed the existence of a local emergency, partly due to the closure of MCH, which compounded an already overextended public health crisis caused by ongoing COVID-19, flu, and respiratory illness outbreaks. Shortly thereafter, Congressman Costa and Congressman-elect Duarte co-authored a letter to the US Department of Health and Human Services and Centers for Medicare and Medicaid Services to highlight the dire situation and request that the agencies give the current medical crisis in Madera their full attention and evaluate options to provide emergency relief.

Since the closure, MCH has attempted to secure new affiliation partners and alternative funding options; however, these efforts have yet to come to fruition. As a result, MCH filed for Chapter 11 bankruptcy in early March. While the County of Fresno elected to terminate the local state of emergency regarding its hospitals on February 7, 2023, Madera residents continue to lack basic essential medical services and resources to travel to the nearest hospital. Patients with acute or emergency medical conditions are left with limited to no options within the city in which they reside. Staff feels this presents a dire situation necessitating the need to continue declaring a health emergency at a local level.

FINANCIAL IMPACT:

Council authorized the City Manager to allocate staff time and up to $60,000 for collaboration with County leaders and staff to evaluate and identify a path forward concerning the Hospital and alternative medical care.

ALTERNATIVES:

As an alternative, Council may elect to terminate the existing Resolution supporting the County's local emergency proclamation.

ATTACHMENTS:

1. Resolution supporting the County's Proclamation of Local Emergency to extend an additional 30 days.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY HOSPITAL FOR A PERIOD OF 30 DAYS

WHEREAS, on December 29, 2022, the Madera County Sheriff/Madera County Director of Emergency Services declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the sudden and unexpected closure of Madera Community Hospital, the City's only general acute care hospital and emergency room that provided services to both adults and children; and

WHEREAS, the Madera County Board of Supervisors ratified the declaration of a local emergency on January 3, 2023, related to the closure of Madera Community Hospital; and

WHEREAS, the City Council of the City of Madera hereby finds that there continues to exist an imminent and proximate threat to public health and safety from the closure of Madera Community Hospital; and

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the City have resulted from and continue due to the sudden termination of emergency and other medical services at Madera Community Hospital, thereby causing significant and unanticipated strain and depletion of local resources and the conditions warrant and necessitate supporting the declaration of a local emergency; and

WHEREAS, the closure of Madera Community Hospital came at a time when the region's healthcare network was already significantly strained by ongoing cases of COVID-19, flu, and respiratory viruses; and

WHEREAS, the Fresno County Board of Supervisors declared an emergency on January 3, 2023, related to the current healthcare crisis affecting medical facilities in their County, compounded by the closure of Madera Community Hospital.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council finds that the state of emergency conditions related to the closure of Madera Community Hospital set forth in the Madera County Sheriff's Proclamation of Emergency are ongoing and are recognized as an imminent threat to our citizens.

Section 3. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Madera County Board of Supervisors and the City affirms, authorizes, and acknowledges the existence of a local emergency throughout the City.

Section 4. The City Council further requests that the Governor make available any State assistance programs and seek additional Federal assistance programs to provide relief to the public agencies and private individuals that have been or will be harmed by this emergency.

Section 5. The City Council supports the proclamation issued by Sherriff Pogue on December 29, 2022, ratified by the Madera County Board of Supervisors on January 3, 2023.

Section 6. The City Clerk is directed to provide a certified copy of this resolution to Madera County, Fresno County, and all state and federal legislative representatives for the City of Madera.

Section 7. This resolution is effective immediately upon adoption.

* * * *

REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: B-7

SUBJECT:

Piggyback purchase agreements for Transit and Fleet Division-related purchases

RECOMMENDATION:

Adopt resolutions approving piggyback purchase agreements as follows:

1. Approving Sourcewell piggyback agreements for the purchases from:
    a. Mohawk Lifts of four post lifts for mechanic shop for $153,000
    b. Schwarze Industries, Inc. of a street sweeper for $381,000
    c. 72 Hour LLC dba National Auto Fleet Group for a Police pickup for $36,000
    d. Kubota Tractor Corporation through Pioneer Tractor for $91,000, and
    e. ALTEC Industries of Aerial Truck for $142,000

2. The State of California piggyback agreement for the purchases from:
    a. Downtown Ford of Sacramento of three Ford utility trucks for $230,000,
    b. Cappo Management dba Freeway Toyota of one Police sedan for $36,000,
    c. Folsom Lake Ford of three patrol vehicles for $165,000, and
    d. Cappo Management dba Freeway Toyota of two pickups for Sewer and Water Maintenance for $60,000

3. The Los Angeles County Sheriff's Office piggyback agreement for the purchase from RCA Investments of three motorcycles for $93,000

SUMMARY:

On January 18, 2023, the City Council (Council) approved using Department of Transportation (DOT) Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) funds to procure eligible vehicles, equipment, and amenities within the City's Transit and Fleet Maintenance budgets. In addition, during the 2022/23 budget process, Council budgeted the purchase of new vehicles; however, the process of purchasing said vehicles was

not outlined, as staff had not identified the best path. Staff has now identified such a process and recommends that the City utilize the piggyback process to purchase said vehicles. No additional funding is being requested; this item would permit staff to buy the vehicles and expend funds.

DISCUSSION:

A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies. In some instances, this method provides the most efficient purchase method or the best cost savings for the quantities or type of goods or services utilized. These contracts are also encouraged when applicable for operational proficiencies and to minimize staff processing time when the goods or services being procured have limited availability.

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Purchasing Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process from any supplier who offers the goods or services at the same or better price, terms, and conditions as the supplier previously offered to another public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that other public agency.

The Fleet Division purchases various commodities in its daily operations, including vehicles, equipment, miscellaneous goods, and services throughout the year. Because of Fleet's variety and quantity of procurements, the division is a natural fit to utilize the piggyback procurement process.

Table 1 provides an overview of procurements that would be obtained through the piggyback process should Council approve staff's recommendation. It also identifies what item will be procured, the lead department who initiated the RFP being piggybacked, the proposed vendor, and the estimated cost. The procurements have been previously budgeted.

It is worth noting that procuring all the items in Table 1 with RFP's would require significant staff time. After reviewing the available purchase options for these purchases, staff determined that using piggyback purchase agreements between public agencies and various vendors represents the most advantageous purchasing strategy. This strategy ensures the City receives excellent pricing with efficient use of staff time and resources.

Table 1: *List of Expenditures*			
Preventative Maintenance			
Expense	**Lead Agency**	**Proposed Vendor**	**Cost[1]**
Four post lift for mechanic shop – Fleet	Sourcewell	Mohawk Lifts	$153,000
Vehicle Procurement			
Three Ford Utility Trucks – Airports, Facilities, and Water Maintenance	State of CA	Downtown Ford of Sacramento	$230,000
Street Sweeper- Public Works	Sourcewell	Schwarze Industries, Inc.	$381,000
Sedan - Police	State of CA	Cappo Management dba Freeway Toyota	$36,000
Three patrol vehicles – Police	State of CA	Folsom Lake Ford	$165,000
Three motorcycles – Police	LA County Sheriff	RCA Investments	$93,000
Two Pickups – Sewer and Water maintenance	State of CA	Cappo Management dba Freeway Toyota	$60,000
Pickup - Police	Sourcewell	72 Hour LLC dba National Auto Fleet Group	$36,000
Tractor – Wastewater treatment plant	Sourcewell	Kubota Tractor Corporation through Pioneer	$91,000
Aerial Truck - Facilities	Sourcewell	ALTEC Industries	$142,000
[1] Costs are estimates			

FINANCIAL IMPACT:

Purchases under the recommended cooperative purchase agreements will be made from PTMISEA and Fleet capital expense funds. Sufficient funding is available in the Fiscal Year 2022-2023 budget for purchases made through June 30, 2023. Purchases made after June 30, 2023, are subject to funding availability in the adopted budget of the applicable fiscal year.

ALTERNATIVES:

As an alternative, Council may suggest getting individual quotes from vendors per item or issuing a Request for Proposal per each. Either scenario, while feasible, would require staff resources with no guarantee that the prices obtained through this alternative process would be better than those obtained through piggybacking.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchase
2. Resolution approving the State of California piggyback purchase
3. Resolution approving LA County Sheriff piggyback purchase

RESOLUTION NO. _____

RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENTS FOR I) PURCHASE FROM MOHAWK LIFTS OF FOUR POST LIFTS FOR MECHANIC SHOP FOR $153,000, II) PURCHASE FROM SCHWARZE INDUSTRIES, INC. OF A STREET SWEEPER FOR $381,000, III) PURCHASE FROM 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP OF POLICE PICKUP FOR $36,000, IV) PURCHASE FROM KUBOTA TRACTOR CORPORATION THROUGH PIONEER OF TRACTOR FOR $91,000 AND V) PURCHASE FROM ALTEC INDUSTRIES OF AERIAL TRUCK FOR $142,000

WHEREAS, A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special co-operative agreements, provided such contracts are the result of a competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

WHEREAS, the City Council ('Council') approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code, adding Title II Section 4 Purchasing Procedures; and

WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures through the Purchasing Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

WHEREAS, staff has conducted a due diligence and determined that piggyback purchases through Sourcewell best meet the City's interests.

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 and are incorporated herein by this reference.

2. The Council finds that the use of piggyback purchases per Council approved Ordinance 996 C.S. amending the City's municipal code, adding Title II Section 4 Purchasing Procedures is appropriate.

3. The Council approves the Sourcewell piggyback agreements for i) purchase from Mohawk Lifts of four post lifts for mechanic shop in the amount of $153,000, ii) purchase from Schwarze Industries, Inc. of a street sweeper in the amount of $381,000, iii) purchase from 72 Hour LLC dba National Auto Group of Police pickup in the amount of $36,000, iv) purchase from Kubota Tractor Corporation through Pioneer of tractor in the amount of

$91,000 and v) purchase from ALTEC Industries of Aerial Truck in the amount of $142,000, which can be accessed on the following link https://www.madera.gov/home/departments/purchasing/#tr-co-operative-and-piggyback-agreements-243710 and in the City Clerk's Office.

4. This Resolution shall take effect immediately upon its adoption.

* * *

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF CALIFORNIA PIGGYBACK AGREEMENTS FOR I) PURCHASE FROM DOWNTOWN FORD OF SACRAMENTO OF THREE FORD UTILITY TRUCKS FOR VARIOUS CITY DEPARTMENTS FOR $230,000, II) PURCHASE FROM FREEWAY TOYOTA OF A POLICE SEDAN FOR $36,000, III) PURCHASE FROM FOLSOM LAKE FORD OF THREE POLICE PATROL VEHICLES FOR $165,000, IV) PURCHASE FROM FREEWAY TOYOTA OF TWO PICKUP TRUCKS FOR VARIOUS CITY DEPARTMENTS FOR $60,000

WHEREAS, A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special co-operative agreements, provided such contracts are the result of a competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

WHEREAS, the City Council ('Council') approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code, adding Title II Section 4 Purchasing Procedures; and

WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures through the Purchasing Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

WHEREAS, staff has conducted a due diligence and determined that piggyback purchases through the State of California best meet the City's interests.

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 and are incorporated herein by this reference.

2. The Council finds that the use of piggyback purchases per Council approved Ordinance 996 C.S. amending the City's municipal code, adding Title II Section 4 Purchasing Procedures is appropriate.

3. The Council approves the State of California piggyback agreements for i) purchase from Downtown Ford of Sacramento of three utility trucks for various City departments in the amount of $230,000, ii) purchase from Cappo Management dba Freeway Toyota of a Police sedan in the amount of $36,000, iii) purchase from Folsom Lake Ford of Police pickup in the amount of $165,000, iv) purchase from Cappo Management dba Freeway Toyota of two pickups for various City departments in the amount of $60,000, which can

be accessed on the following link https://www.madera.gov/home/departments/purchasing/#tr-co-operative-and-piggyback-agreements-243710 and in the City Clerk's Office.

4. This Resolution shall take effect immediately upon its adoption.

* * *

RESOLUTION NO. _____

RESOLUTION APPROVING THE LOS ANGELES COUNTY SHERIFF'S OFFICE PIGGYBACK AGREEMENT FOR PURCHASE FROM RCA INVESTMENTS OF THREE POLICE MOTOTCYCLES FOR $93,000

WHEREAS, A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special co-operative agreements, provided such contracts are the result of a competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

WHEREAS, the City Council ('Council') approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code, adding Title II Section 4 Purchasing Procedures; and

WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures through the Purchasing Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

WHEREAS, staff has conducted a due diligence and determined that piggyback purchases through the Los Angeles County Sheriff's Office best meet the City's interests.

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 and are incorporated herein by this reference.

2. The Council finds that the use of piggyback purchases per Council approved Ordinance 996 C.S. amending the City's municipal code, adding Title II Section 4 Purchasing Procedures is appropriate.

3. The Council approves the Los Angeles County Sheriff's Office piggyback agreement for purchase from RCA Investments of three Police motorcycles in the amount of $93,000, which can be accessed on the following link https://www.madera.gov/home/departments/purchasing/#tr-co-operative-and-piggyback-agreements-243710 and in the City Clerk's Office.

4. This Resolution shall take effect immediately upon its adoption.

* * *

REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: B-8

SUBJECT:

Award of Three-Year Contract, with the Option of Two One-Year Extensions, with the PUN Group for Professional Auditing Services

RECOMMENDATION:

Adopt a resolution approving a three-year contract with the PUN Group for professional auditing services in the amount of $168,763, with two optional one-year extensions

SUMMARY:

The City is required to produce annual financial statements and have those financial statements audited. To fulfill that requirement, the City must contract for professional auditing services. The existing contract for audit services has expired, and all contract extension options have been exhausted. A request for proposal (RFP) was written, reviewed, and published. Responses were received and found to be both responsive and responsible. They were then evaluated by a committee and ranked in accordance with the terms of the RFP. Based on a review of the responses, staff recommends that an award for professional auditing services be made to The Pun Group.

DISCUSSION:

The Madera Municipal Code (MMC) Section 2-2.203 (E) requires the Director of Finance "…to submit annually, at the end of the fiscal year, a complete financial statement and report." Historically, that annual report has taken the form of an Annual Comprehensive Financial Report (ACFR). In addition to the MMC's requirement, audited annual financial statements are a condition of the City's debt covenants and grant agreements. In order to meet those legal requirements, the City must contract with a certified accounting firm to conduct the necessary financial statement audit. The contracted firm also conducts other required financial reviews for

the City, including the Single Audit of the City's grant receipts, the Gann Limit calculation review, a review of the City's Public Financing Authority, and the golf course compliance review.

The City's previous contract for professional audit services was issued in September 2019 and expired with the completion of the Fiscal Year 2021-22 ACFR. The previous contract was with The Pun Group for a total amount of $222,545 for three years.

In February 2023, staff issued a Request for Proposals (RFP) for professional audit services. Distribution of this RFP included notifying over 260 vendors through the City's procurement platform (PlanetBids), advertising in the Madera Tribune, and directly inviting two firms via e-mail. In March 2023, the City received two proposals from interested companies. Those proposals were evaluated by a team of City staff who utilized the evaluation criteria defined in the RFP. Upon completing the evaluation, staff recommends that a new three-year contract, with two one-year extensions, be given to the Pun Group.

Staff selected the Pun Group based on their ability to meet the requirements of the City through resource management, their experience with auditing cities and other governmental agencies of similar size, and the scope of their proposed audit implementation plan. The proposed three-year cost of the agreement is $168,763; a significant reduction from the payment the Pun Group received under the previous contract. The reduction is due to the Pun Group being familiar with the number of hours needed to perform the required tasks and refining their price to match the hours needed.

FINANCIAL IMPACT:

The three base year costs of this contract are detailed in Table 1.

Table 1: *Proposed fees per fiscal year*

Contract Year	1st Year (FY 2022/23)	2nd Year (FY 2023/24)	3rd Year (FY 2024/25)
Amount	$54,600	$56,238	$57,925

This cost will be budgeted in the Finance Department's Fiscal Year 2023-24 budget. Annual amounts for the remaining years of this contract will be budgeted in future Finance Department budgets.

ALTERNATIVES:

As an alternative, Council may award the contract to Harshwal & Company. Doing so would result in the City paying $83,442 more in total for professional auditing services over the three-year base term of the contract than it would pay if staff's recommendation were approved.

Another alternative for Council would be to reject all bids and direct staff to conduct another RFP process for Professional Audit Services. Such an approach would require staff resources, with no guarantee that the City would get better proposals than those received from The Pun Group. Utilizing such an alternative would also likely delay the release of the Fiscal Year 2022/23 ACFR,

as another RFP process would extend past the last week of June when year-end closing fieldwork for the ACFR audit is scheduled to begin.

ATTACHMENTS:

1. Resolution approving the agreement award
2. Agreement (Exhibit A to Resolution)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A THREE-YEAR CONRACT WITH TWO ONE-YEAR OPTIONS WITH THE PUN GROUP FOR PROFESSIONAL AUDITING SERVICES IN THE AMOUNT OF $168,763

WHEREAS, the City of Madera (the "City") has a fiduciary responsibility to have its financial records and transactions audited each fiscal year by an independent Certified Public Accounting firm; and

WHEREAS, the City has engaged in a Request for Proposals (RFP) process; and

WHEREAS, the City received two responses to the RFP; and

WHEREAS, the accounting firm The Pun Group has agreed to provide the necessary accounting services in accordance with their response to the City's Request for Proposal; and

WHEREAS, the prices proposed for services indicated in The Pun Group's proposal letter are fair and reasonable.

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 with The Pun Group, a copy of which is attached hereto as Exhibit A, is approved.

3. The City Manager is hereby authorized to exercise either or both one-year options when those options are able to be exercised.

4. This resolution is effective immediately upon adoption

* * * * * *

Resolution Exhibit A

CITY OF MADERA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into the 17th day of May, 2023, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and THE PUN GROUP, hereinafter called "Consultant".

RECITALS

A. City desires to obtain Professional Auditing Services and issued a Request for Proposals (RFP) 202223-14 for said Services.

B. Consultant is a firm specializing in Professional Auditing Services with the necessary experience to provide desired Services to the City and submitted a proposal to the City.

C. City desires to retain Consultant to provide said Services, as detailed further herein.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue in full force and effect for three (3) year(s) unless otherwise terminated by the City. The term may be extended by the City Manager in writing, if mutually agreed to at least 90 days in advance of expiration, for a period not to exceed two (2) additional one-year extensions.

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of

those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference.

(b) Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

(c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Payment to Consultant for work performed under this Agreement shall not be deemed to waive any defects in work performed by Consultant.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also

expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and a copy of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work

Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

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

19. Compliance with All Laws. Consultant shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Director of Financial Services
City of Madera
Finance Department
205 W. Fourth
Madera, CA 93637

To Consultant: The Pun Group
200 East Sandpointe Avenue, Suite 600
Santa Ana, CA 92707

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

22. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. 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. This Agreement is entered into by City and Consultant in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[**SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on the date(s) set forth below.

THE PUN GROUP	**CITY OF MADERA**
By: _____	By: _____
Kenneth H. Pun, Managing Partner	Santos Garcia, Mayor
Date: _____	Date: _____

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF COMPENSATION

EXHIBIT C

INSURANCE

A. Insurance Requirements

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 City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **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 City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- $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 City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow 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 City 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 City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If 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 City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten

(10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

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

Timely Notice of Claims
Consultant shall give the City 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.

Section Tab G

G. Specific Audit Approach

The proposal should set forth a summarized work plan, including an explanation of the audit methodology to be followed, to perform the required services as described in this request for proposal. The work plan should reference such sources of information as the City of Madera budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Proposers will be required to provide the following information on their audit approach:

1. *Proposed segmentation of the engagement.*
2. *Level of staff and number of hours to be assigned to each proposed segment of the engagement.*
3. *Sample size and the extent to which statistical sampling is to be used in the engagement.*
4. *Approach to be taken to gain and document an understanding of the City's internal control structure.*
5. *Approach to be taken in determining laws and regulations that will be subject to audit test work.*
6. *Approach to be taken in drawing audit sample for purposes of tests of compliance.*

Scope of Work, Audit Approach, and Methodology

The City of Madera is requesting the Firm to perform Professional Auditing Services and issue opinions on the City's financial statements. The audits are to be completed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA).
- US General Accounting Office's (GAO) Standard for Audit of Governmental Organizations, Programs, Activities, and Functions.
- Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements.
- The standards applicable to financial audits contained in the most current version of the Generally Accepted *Government Auditing Standards* (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act as amended in 1996.
- The provisions of the US Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-profit Organizations, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Firm will perform the following services:

- ✓ Financial Statement Audits and issuance of an opinion statement on the **Annual Comprehensive Financial Report** of the City of Madera. The audit will be conducted in accordance with Generally Accepted *Government Auditing Standards*. The report will be in full compliance with all current GASB pronouncements. The following component units will be included in the City's financial statements: 1) Housing Authority of the City of Madera, and; 2) City of Madera Financing Authority.

  In addition, the Firm will assist in meeting the requirements for the Government Finance Officers Association (GFOA) "**Certificate of Achievement for Excellence in Financial Reporting**."

- ✓ Prepare a **Single Audit Report** which will include the following:
  - Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
  - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Guidance, "Audits of State and Local Governments," and the Single Audit Act of 1984 (Public Law 98-502).
  - Schedule of Expenditures of Federal Awards.
  - Notes to Schedule of Expenditures of Federal Awards.
  - Schedule of Findings and Questioned Costs.
  - Any other required schedules or reports.

- Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.

- ✓ Test compliance with Proposition 111, Article XIII.B – Review of Appropriation Limit Calculations **(GANN).**
- ✓ Issue an **Auditor's Communication Letter** with any reportable conditions found during the audit. A reportable condition will be defined as a material weakness or significant deficiency.
- ✓ Issue a separate **"Management Letter"** that includes recommendations for improvements on internal control, accounting procedures, and other significant observations that are considered to be no reportable conditions
- ✓ On "as needed basis", perform a **compliance review** of the agreement between the City and the management company that has been retained to operate and manage the **City of Madera's municipal golf course**.

Supplemental Reports, Audits, or Agreed-Upon Procedures: Other services, such as agreed-upon procedures, may be deemed necessary. These services will be performed at agreed-upon rates and will be added to a written agreement before commencing audit work. The Firm and the City of Madera will discuss and approve the scope and associated costs of these tasks. Such services include:

- ✓ If needed, perform an audit of the **Transportation Development Act Funds (TDA Funds)** and the related notes to the financial statements, which collectively comprise the TDA Funds' financial statements.
- ✓ If needed, perform an audit of the **Measure "T" Fund (Measure "T" Fund)** and the related notes to the financial statements, which collectively comprise the Measure T Fund financial statements.

Provided By Client (PBC) Lists: They will be provided for both interim and final audits according to an agreed-upon timeline between the engagement team and the City in order to be reasonably prepared for a field audit. The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Attendance at Meetings and Hearings: The engagement team will participate in as many meetings with staff as needed to perform the work scope tasks, present the audit plan prior to beginning fieldwork, and discuss the draft audit reports. The team will attend public meetings to present and discuss its findings and recommendations. Once all issues of discussion are resolved, the completed Financial Reports, Single Audit report (if applicable), and other reports will be delivered to the City according to the agreed-upon schedule.

Advice and Consultation: Will be provided throughout the year on matters relating to accounting and financial reporting. Such services do not include any task that entails significant research or a formal report.

GASB Implementation: The Firm will provide technical assistance and training in the implementation of applicable GASB pronouncements not yet in effect. We have a dedicated partner, Mr. Gary Caporicci, who will be responsible for providing advice and consultation for the implementation of these new standards. The Firm will advise the City on the applicability of accounting and reporting standards and other accounting issues and provide guidance on new note disclosures, GASB implementations, and other reporting requirements. We will also provide training, resources, and information on topics relevant to the City's financial reporting and operations. (*Based on the scope, additional charges may apply.)*

Report of all Irregularities and Illegal Acts: The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal actions of which we may become aware to the City Manager, City Attorney, and the Director of Finance Services. The engagement team will also make all communications to the City required by the audit standards under which the engagement is performed.

Working Paper Retention and Access to Working Papers: The Firm will retain, at its own expense, all working papers and reports for a minimum of seven (7) years unless the City of Madera notifies the Firm in writing of the need to extend the retention period. The Firm will make working papers available upon request, to the following parties or their designees: City of Madera; U.S. Department of Transportation; U.S. General Accounting Office (GAO); Parties designated by the federal or state government or by the City of Madera as part of an audit quality review process; Auditors of entities of which the City is a sub-recipient of grant funds.

Also, we will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

Methodology and Segmentation of Engagement

The Firm's audit approach consists of six phases: Engagement Acceptance and General Planning, Planning and Internal Control Evaluation, Fieldwork, Post Fieldwork, Report Preparation and Review, and Final Production.



1. **Engagement Acceptance and General Planning:** The engagement partner and manager will meet with City's management to obtain an update on current City policies and procedures, help identify risk areas and new operations, and establish any specific requirements they may have. Our team will work on the identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement. **Proposed timeline:** *May/June of each year.*
2. **Planning and Internal Control Evaluation:** The engagement team, including the engagement partner, will assess accounting policies adopted by the City in order to obtain an understanding of its structure and its operating environment. Also, our team will review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal controls, perform preliminary analytical procedures, develop an initial risk assessment, evaluate Single Audit compliance, identify any audit issues, and prepare confirmation correspondence. The engagement team and City's Management will establish expectations, including responsibilities and assignments for the year-end fieldwork, and will hold a progress status meeting at the end of the interim phase. **Proposed timeline:** *to commence June/July of each year.*
3. **Fieldwork:** The engagement team, including the engagement partner, will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform data analysis using our AI tools, search for unrecorded liabilities, perform substantial analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The engagement team and City's Management will hold an exit conference at year-end. Periodic update meetings will be held to communicate audit progress to management. **Proposed timeline:** *to commence in September of each year*.
4. **Post Fieldwork:** During the phase, the engagement team, including the engagement partner, will review all documents and evaluate commitments and contingencies. The team will perform an assessment of the going concern and jointly plan for the next steps. **Proposed timeline:** *immediately upon fieldwork completion.*
5. **Report Preparation and Review:** The Firm will review and prepare audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. We will also examine reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be recorded in a letter to management. At the City's request, the engagement partner and manager will present the audit to City's Management and other governing bodies. **Proposed timeline:** *Draft copies of reports provided by mid-November each year.*
6. **Final Production:** The final phase of our approach entails obtaining the management representation letter and final financial statement report, which may include a final presentation to the City's Management and other governing bodies (if applicable). **Proposed timeline:** *Final reports and management letter will be provided by mid-December of each year*.

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal circumstances within the City causes delays in the audit.

Level of Staff and Number of Hours to be Assigned to Each Segment of the Engagement

The Pun Group LLP understands that the City is not only looking to employ our auditing services but is also seeking to receive value within that professional relationship. We believe that our value derives from the in-depth knowledge, experience, and commitment that our auditing firm employs. We stress and emphasize "employ" because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the City and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature from various government entities and cities to develop a practical plan for all major areas.

Estimated Total Hours*:

	Partner(s)	Director/ Manager	Supervisory Staff	Staff	Clerical	Total
Engagement Acceptance & General Planning	2	4	6	8	0	19
Planning & Internal Control Evaluation	3	6	8	11	0	28
Fieldwork	13	29	42	56	2	142
Post Fieldwork	9	19	28	38	1	95
Report Preparation & Review	13	29	42	56	2	142
Final Production	4	10	14	19	1	47
Total*	**44**	**96**	**140**	**188**	**6**	**474**

**Does not include CPE hours related to Governmental Webinars and/or optional services.*

Sample Size and the Extent to Which Statistical Sampling is to be Used in this Engagement

In our audit approach, random and statistical sampling is used in conjunction with our skilled judgment and knowledge of each situation. When designing an audit sample, our auditors consider the purpose of the audit procedure and the characteristics of the population from which the sample will be drawn. We determine a sample size sufficient to reduce sampling risk to an acceptably low level and select items for such a task in a way that we can reasonably expect it to be representative of the relevant sample and likely to provide the auditor with a reasonable basis for conclusions about the population.

Enhancing Auditing Quality with Artificial Intelligence

There are plenty of challenges with established audit practices. Outdated CAAT tools, sampling practices, and the explosive growth of big data are some of the examples, and they all present significant barriers to detecting anomalies, intentional or otherwise, in financial data. The Pun Group deploys a comprehensive, risk-based approach, complemented by using MindBridge™'s Artificial Intelligence Platform, to conduct our audit. Through this tool, we can seamlessly analyze thousands and thousands of financial and operating data and records, **identifying and cataloging significant risks in mere seconds**.

The *AI Auditor* platform works by our side, augmenting our capacity to detect errors or fraud in the collected data not only by analyzing the entire set but by cross-correlating dozens of testing criteria against pre-established data points and presenting us with a view of every user, vendor, and transaction, by risk. All are happening within moments of ingesting analyzed data, which is something standard audit procedures simply cannot accomplish.

We utilize these tools to allow our audit team to increase efficiency in the audit process, enhance the existing quality of our work, provide directed testing in areas subject to the highest risk, and quickly assimilate large amounts of data your staff would typically be asked to gather. The tools also help us to meet our professional requirements regarding fraud and internal control, allowing us to:

- ✓ Run Benford's analysis to check for fraud in transactions.
- ✓ Increase the value of audit findings with complete, 100% data coverage.
- ✓ Isolate risk and control issues before they impact your operations.
- ✓ Improve productivity by automating procedures and eliminating manual tasks.
- ✓ Conduct more direct, efficient, and effective audits to improve overall service quality.

Our engagement team easily imports data in a secure environment from the City's financial software and extracts useful data for testing and analytical procedures particular to the following areas:

- Successful Fraud Test
- Questionable Invoices
- Phantom Vendor Schemes
- Kickback or Conflict-of-Interest Schemes
- Dormant Account Schemes
- Money Laundering Schemes

Type and Extent of Analytical Procedures to be used in the Engagement

Analytical procedures are one of many financial audit processes that help an auditor understand the client's operation and changes in the environment and identify potential risk areas to plan other audit procedures. Such procedures include a comparison of financial information on prior periods, budgets, forecasts, and industry benchmarks. We use trend and ratio analysis to identify any uncertain or unusual events. To perform these analyses, our Firm surveys cities and counties and develops benchmarks on specific vital financial indicators, such as the cost of services to tax revenues ratios, average general fund balance, capital assets, debt-to-capital, and general fund unassigned fund balance to total general fund expenditures, etc. Our engagement members have extensive experience in successfully implanting analytical procedures to the City's benefit.

Our analytical procedures process is performed during three stages of the audit: (a) at the start, (b) in the middle, and (c) at the end. These three stages are risk assessment procedures, substantive analytical procedures, and final analytical procedures:

- **Risk assessment procedures** are used to assist the auditor in understanding the business better and in planning the nature, timing, and extent of audit procedures.

- **Substantive analytical procedures** are used to obtain evidential matters about particular assertions related to the account balances or classes of transactions. During the interim phase, our engagement team will set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This process allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.

- **Final analytical procedures** are used as an overall review of the financial information in the last review stage of the audit. The Engagement Partner(s) and Manager(s) will perform a high-level analytical analysis of the financial information, comparing its data both quantitatively and qualitatively to ensure the amounts are fairly presented in all material respect in the financial statements.

Approach to be Taken to Gain and Document an Understanding of the Internal Control Structure

Audit risk assessment is established by an internal control review, combined with the engagement team's understanding of the City's operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the City's processes and identify any control deficiencies. These diagnostic review procedures allow the engagement team to assess the City's systems and controls and to provide constructive feedback to management.

During our initial planning phase of the audit, our engagement team, including the engagement Partner and Manager, will obtain an understanding of the entity and its environment. It is an essential aspect of performing an audit under generally accepted auditing standards. That understanding establishes a frame of reference within which the auditor plans the procedures and exercises professional judgment about assessing risks of material misstatement of the financial statements and responding to those risks throughout the examination.

During the interim phase of the audit, our engagement team will perform a walkthrough of all significant accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, payroll and related liabilities, and others. Our auditors will obtain the written policies and procedures, inquiring accounting personnel, and document the process in either a flowchart or narrative summary format. After gaining an understanding of the accounting and internal control systems, our auditor will make a preliminary assessment of control risk, at the assertion level, for each material account balance or class of transactions.

The form and extent of this documentation are influenced by the size and complexity of the entity and the nature of its accounting and internal control systems. Generally, the more complex the entity's accounting and internal control systems and the more extensive the auditor's procedures, the broader our documentation will need to be.

Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and related contracts—to ensure that we conduct audits under applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, and others.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most items will be tested as part of the Interim phase, we cannot determine which grants will be selected for the Single Audit until the year-end/fieldwork stage of the audit.

Our compliance audits of cash, investments, debt covenants, and other areas will be performed following the California Government Code, which has many provisions and regulations covering investments.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

To test compliance, we will follow the AICPA's Audit Sampling Considerations of Uniform Guidance Compliance Audits. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

Audit Firm's Expectations of the Role and Participation of City's Staff in the Audit Process

The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Our goal is to cause the least amount of interruptions to the City's daily operations; therefore, to the extent possible, we will use information in the form available from the City's records.

We believe client/engagement team communication is vital to perform results satisfactorily. With that sentiment in mind, we will hold regular meetings with the City's management to determine the status of the audit as well as any items which will require special attention. **Open and frequent communication is critical.**

Objectives of Our Services

Our primary objective for the proposed audit is to examine the City's financial statements and express our opinion on the fairness of the presentation, following generally accepted accounting principles. Other objectives that will benefit the City include the following:

- To offer beneficial observations and recommendations about policies and procedures for accounting and operating controls
- To identify opportunities to make City operations more efficient and reduce costs
- To perform the audit efficiently and effectively. Disruptions to office operations are kept to a minimum
- To provide continuing advisory services so the City can implement recommendations
- To meet these objectives at no additional cost to the City

The Engagement Team will perform the audit abiding by the Firm's quality-control procedures, which include following standard audit programs, careful planning, using industry-standardized software for auditing and internal control documentation, and welcoming an objective review of audit work. In other words, our client-tailored approach emphasizes careful planning, open communication, and proper assignment of responsibilities.

The Firm will supply portable computers to the on-site staff members.

Section Tab I

I. Cost Proposal

Certification

We are committed to the performance of a high-quality audit at the most reasonable fee level possible, both initially and throughout the engagement. Also, our partners will provide advice and consultation as needed at no additional cost to the City of Madera.

Name of Firm: The Pun Group LLP – Certified Public Accountants and Business Advisors
Contact Name: Kenneth H. Pun, CPA, CGMA
Contact Email Address: ken.pun@pungroup.cpa

Authorization to Represent the Firm

I, the undersigned, certify I am duly authorized to represent The Pun Group LLP and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Madera on behalf of the Firm.

March 24, 2023

Kenneth H. Pun, CPA, CGMA | Managing Partner
The Pun Group LLP

Date

Total All-Inclusive Maximum Price

Our proposed fees for Professional Auditing Services for the fiscal years ending June 30, 2023, June 30, 2024, and June 30, 2025, with an option to extend for an additional two (2) fiscal years, are as follows:

	2022-23	2023-24	2024-25	2025-26	2026-27
City Audit, ACFR and Related Reports	$ 45,600	$ 46,968	$ 48,377	$ 49,828	$ 51,323
Single Audit - up to 2 Major Programs	$ 9,000	$ 9,270	$ 9,548	$ 9,835	$ 10,130
Golf Course Compliance Review	Included	Included	Included	Included	Included
Total All-Inclusive	**$ 54,600**	**$ 56,238**	**$ 57,925**	**$ 59,663**	**$ 61,453**

ATTACHMENT A

FEE SCHEDULES A THROUGH D AND BID PROPOSAL AUTHORIZATION FORM

FEE SCHEDULE A
PROFESSIONAL FEES AND EXPENSES
FOR THE AUDITS OF THE FY 2022-23 THROUGH 2024-25 AND PREPARATION OF ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

	Hours	Hourly Rates	Total $ FY2022-2023	Total $ 2023-2024	Total $ 2024-2025
Partners	36	$ 300	$ 10,800	$ 11,124	$ 11,458
Directors	80	$ 250	$ 20,000	$ 20,600	$ 21,218
Supervisory Staff	120	$ 150	$ 18,000	$ 18,540	$ 19,096
Staff	156	$ 125	$ 19,500	$ 20,085	$ 20,688
Clerical	4	$ 100	$ 400	$ 412	$ 424
Subtotal for Services	396		$ 68,700	$ 70,761	$ 72,884
Less: Professional Discount			$ (23,100)	$ (23,793)	$ (24,507)
Total for Services			**$ 45,600**	**$ 46,968**	**$ 48,377**

Estimated number of hours required from City to develop permanent file:

5 - 10 hours From City's Clerk's Office

5 - 10 hours From Finance Department

Total all-inclusive maximum price for the ACFR (3 years total):	**$ 140,945**
Total all-inclusive maximum price for the ACFR (3 years total) IN WORDS:	One hundred forty thousand nine hundred forty-five dollars

GRAND TOTAL all-inclusive maximum price (3 years total): **(Includes all services quoted in this proposal)**	**$ 168,763**
GRAND TOTAL all-inclusive maximum price (3 years total) IN WORDS: **(Includes all services quoted in this proposal)**	One hundred sixty-eight thousand seven hundred sixty-three dollars

FEE SCHEDULE B
SINGLE AUDIT REPORT

	Hours	Hourly Rates	Total $ FY2022-2023	Total $ 2023-2024	Total $ 2024-2025
Partners	8	$ 300	$ 2,400	$ 2,472	$ 2,546
Directors	16	$ 250	$ 4,000	$ 4,120	$ 4,244
Supervisory Staff	20	$ 150	$ 3,000	$ 3,090	$ 3,183
Staff	32	$ 125	$ 4,000	$ 4,120	$ 4,244
Clerical	2	$ 100	$ 200	$ 206	$ 212
Subtotal for Services	78		$ 13,600	$ 14,008	$ 14,428
Less: Professional Discount			$ (4,600)	$ (4,738)	$ (4,880)
Total for Services			**$ 9,000**	**$ 9,270**	**$ 9,548**
Total all-inclusive price for the Single Audit Report (3 years total):			$ 27,818		
Total all-inclusive price IN WORDS (3 years total):			Twenty-seven thousand eight hundred eighteen dollars		

(1) Single Audit fees based on up to two (2) major programs. The fee for auditing additional major programs will be $5,000 each. The number of programs determined to be "major" will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City of Madera's Management before starting Single Audit work.

FEE SCHEDULE C
PREPARATION OF THE GOLF COURSE
COMPLIANCE REVIEW

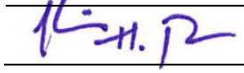
	Hours	Hourly Rates	Total $ FY2022-2023	Total $ 2023-2024	Total $ 2024-2025
Partners	4	$ 300	$ 1,200	$ 1,236	$ 1,273
Directors	4	$ 250	$ 1,000	$ 1,030	$ 1,061
Supervisory Staff	8	$ 150	$ 1,200	$ 1,236	$ 1,273
Staff	12	$ 125	$ 1,500	$ 1,545	$ 1,591
Clerical	1	$ 100	$ 100	$ 103	$ 106
Subtotal for Services	29		$ 5,000	$ 5,150	$ 5,305
Less: Professional Discount			$ -	$ -	$ -
Total for Services			**$ 5,000**	**$ 5,150**	**$ 5,305**
Total all-inclusive price for the Golf Course Compliance Review (3 years total):			Hours/Cost Included in the City Audit/ACFR		
Total all-inclusive price IN WORDS (3 years total):			Hours/Cost Included in the City Audit/ACFR		

FEE SCHEDULE D
CITY OF MADERA ADDITIONAL PROFESSIONAL SERVICES

	Hourly Rates FY2022-23	Hourly Rates FY2023-24	Hourly Rates FY2024-26
Partners	$ 300	$ 309	$ 318
Directors	$ 250	$ 258	$ 265
Supervisor/Senior Auditors	$ 150	$ 155	$ 159
Staff	$ 125	$ 129	$ 133
Clerical	$ 100	$ 103	$ 106

BID PROPOSAL AUTHORIZATION FORM

Proposals shall be valid for a minimum of 180 days following submission.

Date	March 24, 2023
Company Name	The Pun Group, LLP
Street Address	200 E. Sandpointe Ave, Suite 600
City / State / ZIP	Santa Ana, CA 92707
Phone Number	(949) 777-8800
Person Preparing Proposal	Kenneth H. Pun, CPA, CGMA
Title	Managing Partner
Email Address	ken.pun@pungroup.cpa
Signature of Person Preparing Proposal	

Rates for Additional Professional Services

Below are the Firm's hourly billing rates, delineated by staffing levels:

Hourly Billing Rates	
Partner(s)	$ 300
Director(s)	$ 250
Senior Manager(s)	$ 225
Manager(s)	$ 200
Supervisor(s)	$ 175
Senior Accountant(s)	$ 150
Staff Accountant(s)	$ 125
Clerical	$ 100

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added to a written agreement prior to commencing audit work. The Firm and the City will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above-quoted hourly rates.

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the City of Madera at the rates outlined in the Total All-Inclusive Maximum Price section in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

Work Performed	% of Proposal Amount
Planning	10%
Interim	40%
Fieldwork	40%
Presentation and Acceptance of Reports	10%

Out of Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

The Firm's policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of continuing our long-term relationship, we will absorb expenses such as travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the City of Madera. The Firm will also absorb these costs.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: B-9

SUBJECT:

Accepting a Portion of the Improvements for the Iveywood I Subdivision

RECOMMENDATION:

Adopt a resolution:

1. Accept a portion of the improvements for the Iveywood I Subdivision
2. Authorize the filing of the Notice of Acceptance for said subdivision improvements

SUMMARY:

The Subdivider, Joseph Crown Construction and Development, a California Corporation (Subdivider), has completed the off-site public improvements in accordance with the approved Improvement Agreement (Agreement) and improvement plans. The Subdivider has paid all required fees and submitted a warranty bond for the completed improvements. It is recommended that the City Council (Council) accept that portion of the improvements completed for the Iveywood I subdivision.

DISCUSSION:

The Iveywood I subdivision is a residential development located on the northwest quadrant of Sunrise Avenue and Tozer Street. The Council approved the Final Map on February 17, 2021. An amendment to the Agreement was approved by Council on November 16, 2022, to incorporate park improvements in the Agreement for future reimbursement. The Subdivider has completed a portion of the public improvements in accordance with the approved Agreement and improvement plans. Approval of the resolution will cause acceptance of specific improvements listed below as defined by the Agreement:

1. Tozer Street Construction:

    - Approximately 1,574 linear feet of north and south travel lanes (22 feet in width total per the Agreement), located immediately adjacent (east and west) to the center 16 feet of the arterial roadway.

    - Approximately 277 feet of the center three lanes (including median) of this street construction (40 feet in width).

2. Storm Drain Main Construction:

    - Approximately 265 linear feet of 54-inch pipeline, 942 linear feet of 24-inch pipeline and 42 linear feet of 18-inch pipeline

It is appropriate for the City to accept the completed improvements as the previously mentioned improvements have been installed in accordance with City Specifications and conform to current City Standards. Acceptance of a portion of the public improvements required of the Subdivider is permitted per Section 10-2.712.3 of the Madera Municipal Code. The Subdivider has yet to request final acceptance of other eligible improvements, primarily a storm drainage basin and construction of a parallel sanitary sewer main in Pecan Avenue, for reimbursement as described within the Agreement. The Subdivider has previously paid all required fees and provided payment and performance bonds sufficient to cover uncompleted work.

FINANCIAL IMPACT:

Acceptance of this subdivision will result in the transfer of maintenance and resulting costs from the Subdivider to the City.

ALTERNATIVES:

Should the City not accept the completed improvements, the developer will be required to wait until all exterior improvements are completed to make a request for acceptance of all improvements.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Notice of Partial Acceptance
2. Location Map

RESOLUTION NO. 23 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A PORTION OF THE IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH IVEYWOOD I SUBDIVISION, AND AUTHORIZING THE FILING OF A NOTICE OF PARTIAL ACCEPTANCE FOR SUCH IMPROVEMENTS

WHEREAS, the Subdivider, Joseph Crown Construction and Development, A California Corporation (Subdivider), has requested acceptance for a portion of the improvements for the Iveywood I Subdivision, and has submitted the required Warranty Bond; and

WHEREAS, that portion of improvements consists primarily of street and storm drainage improvements along Tozer Street; and

WHEREAS, the City Engineer has certified to this Council that a portion of the required improvements for Iveywood I Subdivision, have been completed.

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 subdivider has completed a portion of improvements for Iveywood I Subdivision, within the following right-of way:

    a. Tozer Street – All street and storm drainage improvements between Sunrise and the northerly limits of the subdivision.

3. The City Clerk is hereby authorized and directed to record a Notice of Partial Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

* * * * *

Recording Requested By:
City of Madera
When Recorded, Return To:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 of the Government Code

NOTICE OF PARTIAL ACCEPTANCE

OF SUBDIVISION IMPROVEMENTS

NOTICE IS HEREBY GIVEN that on May 17, 2023, the City Council of the City of Madera confirmed the satisfactory completion of a portion of the improvements as shown on the plans for Iveywood I Subdivision, described as:

- Approximately 1574 linear feet of north and south travel lanes 22 feet in width located immediately adjacent to the center 16 feet of the arterial roadway.

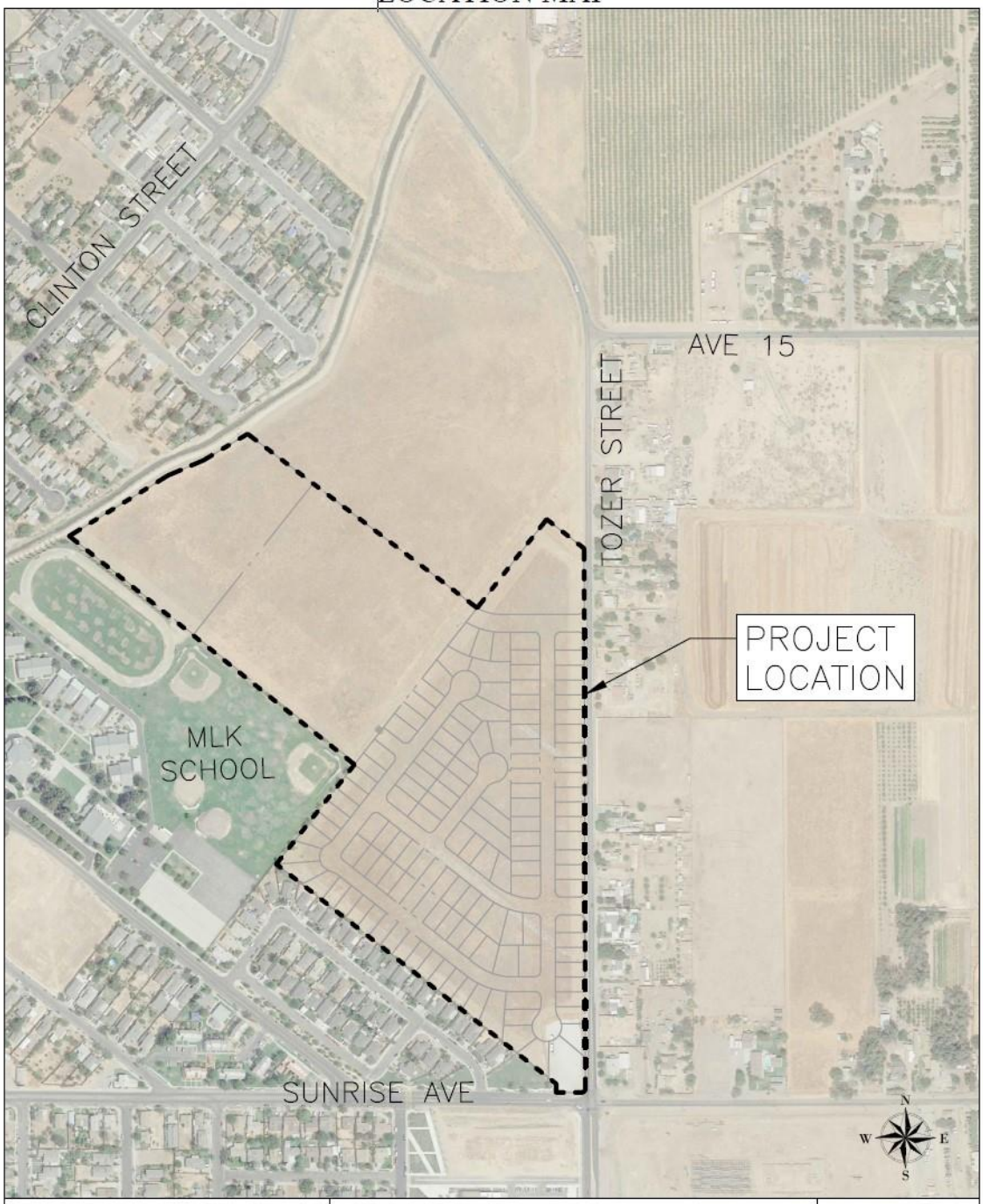
- Approximately 277 feet of the center three lanes (includes median) of this street construction (40 feet in width)

- 265 linear feet of 60-inch pipeline, 942 linear feet of 24-inch pipeline and 42 linear feet of 18-inch pipeline.

Dated: _____

By: _____
Alicia Gonzales
City Clerk

LOCATION MAP



CITY OF MADERA ENGINEERING DEPARTMENT 428 E. YOSEMITE AVE MADERA, CA 93638	IVEYWOOD I TRACT 19–S–03	DR BY: EP CH BY: TL DATE: 11/02/20 SCALE: NTS SHT 1 OF 1

REPORT TO CITY COUNCIL

Approved by:
Michael Lima
Michael Lima, Director of Financial Services
Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023
Agenda Number: B-10

SUBJECT:

Amendment to Agreement with Stantec Architectural, Inc. for design services in the amount of $15,000 for the design of an entrance canopy at the Madera Transit Center (MTC)

RECOMMENDATION:

Adopt a Resolution:

1. Approving Amendment No. 2 to the Agreement for Professional Architectural and Engineering Services for a New Entrance Canopy at the Madera Transit Center for $15,000.
2. Approving the extension of the contract term through June 30, 2024.

SUMMARY:

On September 7, 2016, the City Council (Council) approved an agreement with Stantec Architectural, Inc (Stantec) for design and construction services of the MTC for $415,000. During the construction process, Stantec requested additional compensation for services incurred during construction and on April 15, 2020, per Resolution 20-54, Council approved an amendment to this Agreement expanding the scope of services.

Since the completion of the Madera Transit Center, it has been brought to staff's attention that the east doorway is negatively impacted by inclement weather. This door is routinely used by bus drivers accessing the building. Adding a canopy will provide shade while preventing the door handle from reaching an excessive temperature. It will also provide refuge from the rain.

Currently, staff seeks a second amendment to the Agreement with Stantec to include this additional scope of work and extend the completion term.

It is noted that this item is solely for the design of the canopy, not including the installation.

DISCUSSION:

The City received a cost proposal for the design and drawings of a new canopy for the MTC (Exhibit 1). The anticipated completion schedule is approximately four weeks for the development of drawings, coordination, and a final review with City staff. The scope of work includes:

1. Architectural and structural drawings for the new canopy and electrical drawings for new mounted lighting.
2. One 1-hour design phase review with City staff.
3. Transmittal of a final 'for construction' set of documents to the City for permitting.

Table 1 outlines the fee proposal.

Table 1: *Stantec Fee Proposal*	
Tasks	*Anticipated Cost*
Task 1. Construction Documents	$12,000
Task 2. Construction Support	$3,000
Total	**$15,000**

On April 19, 2023, Council adopted Resolution No. 23-48 approving the reappropriation of $788,703 of the remaining $839,556 of the Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA). The City retained $80,000 of the initially appropriated amount for continued Facility Improvements to the MTC. The requested canopy design and drawings will be procured with these funds.

FINANCIAL IMPACT:

Transit expenses and personnel time is expended through Local Transportation Funds and other Transit-related grants, which are Federal, State, and Local Funds. The Agreement with Stantec for the design of a canopy for the Madera Transit Center will be paid with PTMISEA funds and will not impact the City's General Fund.

ALTERNATIVES:

As an alternative, Council may:

1. Provide staff with recommendations for the proposed amendment.
2. Request additional information from staff.

ATTACHMENTS:

1. Attachment A – Resolution Approving Amendment No. 2 to Stantec Agreement expanding the scope of services and amending the term of completion.
    - Exhibit A to Resolution: Amendment No. 2 Agreement between City and Stantec Architectural Inc.
        - Exhibit A to Amendment: Stantec Cost Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SECOND AMENDMENT TO AGREEMENT STANTEC ARCHITECTURE, INC. FOR PROFESSIONAL SERVICES TO THE CITY OF MADERA FOR NEW ENTRANCE CANOPY AT THE MADERA TRANSIT CENTER AND EXTENDING THE TIME OF COMPLETION

WHEREAS, on September 7, 2016, the City Council adopted Resolution No. 16-142 approving an agreement with RNL Interplan, Inc.; and

WHEREAS, thereafter the City Council adopted Resolution No. 17-123 consenting to assignment of the agreement to Stantec Architecture, Inc.; and

WHEREAS, on April 15, 2022, City Council adopted Resolution No. 17-123 approving Amendment No 1 to the agreement with Stantec Architecture, Inc.; and

WHEREAS, staff is recommending an extension of services ($15,000) and term of completion through June 30, 2024, to allow for the design of a New Entrance Canopy at the Madera Transit Center.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the second amendment to the Stantec Agreement expanding the scope of services to include the addition of an entrance canopy not to exceed an additional $15,000 and a term of completion by June 30, 2024.
3. This resolution is effective immediately upon adoption.

*****

Exhibit A

AMENDMENT NO. 2 TO AGREEMENT WITH STANTEC ARCHITECTURE, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO THE CITY OF MADERA FOR CONSTRUCTION OF THE NEW TRANSIT OPERATIONS FACILITY

This Second Amendment to Agreement for Professional Architectural and Engineering Services for the Construction of the New Transit Operations Facility Project is entered between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY",** and Stantec Architecture, Inc., hereinafter called "**ARCHITECT**".

RECITALS

WHEREAS, CITY and RNL Interplan, Inc. entered into agreement dated September 6, 2017 for the new Transit Operations Facility, hereinafter called "the Project"; and

WHEREAS, pursuant to a request for consent of assignment, the City Council adopted Resolution No. 17-203 consenting to the assignment of the Agreement to Stantec Architecture Inc. (ARCHITECT); and

WHEREAS, on April 15, 2020, by City Council Resolution No. 20-54 Council approved Amendment No. 1 for Professional Architectural and Engineering Services fro Construction of the Project in the amount of $48,000 and approving acceptance of the Madera Transit Operations Facility City Project No. Trans-1, Federal Transit Administration Grant Project No. CA-90-Z193-02, PTMISEA Grant, New Transit Facility, filing Notice of Completion, and releasing retention funds; and

WHEREAS, upon completion of the new Transit Operations Facility, it was determined the addition of a Canopy was necessary to address safety issues at the east doorway of the Facility the additional work is required and agreed to by the Parties;

WHEREAS, CITY and ARCHITECT wish to amend the Agreement to increase compensation for the Design of the Canopy installation in accordance with Section 24 of the Agreement.

AGREEMENT

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

SECTION 1. Section 5 of the Agreement titled "Extra Services" is hereby amended by adding text at the end of current text to read as follows:

5. EXTRA SERVICES:

Notwithstanding the above, the Parties agree to Extra Services not contemplated hereunder, as set forth in letter proposal from Stantec dated March 20, 2023, relating to "Design and Engineering Services for New Entrance Canopy at the Transit Facility which is attached hereto and incorporated by reference as **Exhibit A** to this Amendment. ARCHITECT shall be compensated for such Extra Services in accordance with the Fee Proposal which is part of **Exhibit A** with said fee not to exceed the amount of $15,000.

SECTION 2. Section 11 of the Agreement titled "Time of Completion" is hereby amended to read as follows:

11. Time of Completion

A. Based on a Notice to Proceed date of May 18, 2023, ARCHITECT'S architectural and engineering services to complete the design and engineering services for New Entrance Canopy at the Madera Transit Center shall be completed by June 30, 2023. This agreement shall expire on June 30, 2023.

SECTION 3. Except as amended by this Amendment No. 2, all other terms and conditions of the Agreement remain in full force and effect.

SECTION 4. This Amendment No. 2 to Agreement shall be effective upon full execution by both Parties.

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

APPROVED AS TO FORM:
By:
_____
Hilda Cantu Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

STANTEC ARCHITECTURE, INC.

By: _____
Patrick M. McKelvey, Senior Principal

Date: _____

Taxpayer I.D. Number: _____

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: B-11

SUBJECT:

Second Reading and Adoption of an Ordinance to Rezone Property Located on 308 North C Street (REZ 2023-01)

RECOMMENDATION:

The Planning Commission and staff recommend the City Council hold a public hearing, make the necessary findings, and take actions as follows:

1. Waive full reading and adopt an Ordinance adopting a Finding of Exemption under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and rezoning the approximately 0.17 acres of property located at 308 North C Street (APN: 007-081-014) from the C1 (Light Commercial) zone district to the R1 (Residential, one unit for each 6,000 square feet) zone district

SUMMARY:

Rezone Application No. REZ 2023-01 requests authorization to rezone approximately 0.17 acres of property (the subject property) located at 308 N. C Street from the C1 (Light Commercial) zone district to the R1 (Residential, one unit for each 6,000 square feet) zone district. The subject property is located along the southwesterly side of North C Street between East 3rd and East 4th Streets. The rezone from the C1 zone district to the R1 zone district is consistent with the Low Density Residential General Plan land use designation pursuant to Table LU-A: General Plan/Zoning Consistency of the General Plan.

The project was reviewed and considered by the Planning Commission (Commission) at the regularly scheduled meeting held on April 11, 2023. There were no public comments at the Commission meeting and the applicant agreed with the terms presented. The Commission adopted Resolution No. 1953 recommending the Council adopt a Finding of Exemption under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and approve Rezone Application No. REZ 2023-01.

DISCUSSION:

No development is proposed on the subject property at this time. The subject property is designated for Low Density Residential (2.1-7 units per acre) land uses by the General Plan. Rezoning to the R1 zone district is consistent with the Low Density Residential General Plan land use designation pursuant to Table LU-A: General Plan/Zoning Consistency of the General Plan.

The Low Density Residential category represents the traditional single-family neighborhood with a majority of single-family detached homes. This is the pre-dominant land use category of the City's residential areas and the city block in which the subject property is located.

Abutting properties are developed within single family residences and properties adjacent and across the street include single family homes and a residential condominium development (Victorian Village).

The rezone is consistent with the General Plan goals and policies, including Policy LU-32, which states zoning shall be consistent with General Plan land use designations. The rezone is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience, and general welfare. The proposed Rezone will permit future development on the subject property at an intensity consistent with the General Plan and in accordance with the allowable uses and development standards of the R1 residential zone district.

CALIFORNIA ENVIROMENTAL QUALITY ACT (CEQA) REVIEW:

A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The Planning Commission has recommended the City Council find and determine that the project is exempt under CEQA Guidelines Section 15061(b)(3) (Common Sense). The project site is adequately served by all required utilities and the proposed rezoning of the subject property consistent with the General Plan land use designation does not have a reasonable possibility of resulting in any significant effects relating to traffic, noise, air, air quality, or water quality. Future projects, which may be proposed for the subject property, will be evaluated in accordance with the provisions of CEQA upon submittal to the City of Madera. Given there is not a reasonable possibility that the project may have a significant, adverse effect on the environment, this project is exempt under CEQA Guidelines section 15061(b)(3).

FINANCIAL IMPACT:

The applicant submitted entitlement fees to offset the costs associated with processing the rezone application in accordance with the City of Madera's adopted Master Fee Schedule. Additional fees will be required from the Planning and/or Building Departments in conjunction with any future proposed development.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Deny the request to rezone. Should the request be denied, the project site would remain with the current zoning district of Light Commercial.
2. Continue the item for further consideration or with direction to staff to provide additional information for further consideration in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

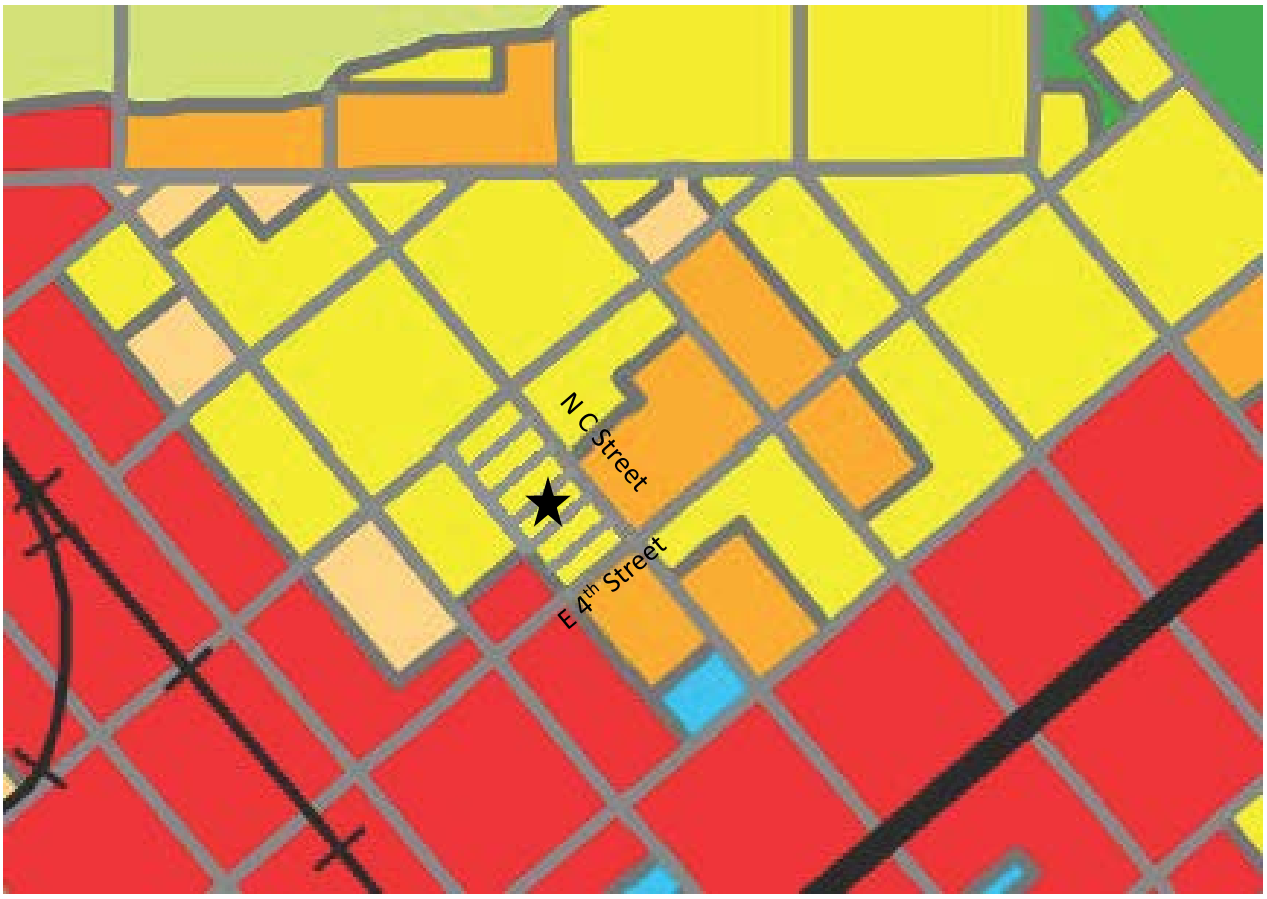
1. Aerial View
2. General Plan Land Use Map
3. Planning Commission Resolution No. 1953
4. Ordinance of the City Council (REZ 2023-01)

ATTACHMENT 1
Aerial View

Aerial View


E 3rd St
Barriga's Income Tax Services
N D St
E 4th St
Exquisite
Gloria T Caballero Bookkeeping

ATTACHMENT 2
General Plan Land Use Map



General Plan
Land Use Designations

- C - Commercial
- O - Office
- I - Industrial
- VLD - Very Low Density Residential
- LD - Low Density Residential
- MD - Medium Density Residential
- HD - High Density Residential

★ Proposed Site (Low Density Residential)

ATTACHMENT 3
Planning Commission Resolution No. 1953

RESOLUTION NO. 1953

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA APPROVE AN EXEMPTION PURSUANT TO CEQA GUIDELINES SECTION 15061 (COMMON SENSE EXEMPTION) AND REZONE 2023-01 (308 NORTH C STREET)

WHEREAS, REZ 2023-01 proposes to rezone a 0.17 acre parcel (Assessor Parcel Number (APN) 007-081-14) ("site") from C1 (Light Commercial) to R1 (One unit for each 6,000 square feet of site area) as shown in Exhibit "A"; and

WHEREAS, Alejandro Reyes ("Owner") owns the site located on 308 North C Street, Madera, California; and

WHEREAS, Delfino Reyes is the "Applicant" of the project Rezone 2023-01 (REZ 2023-01); and

WHEREAS, the site's General Plan land use designation is LD (Low Density Residential); and

WHEREAS, C1 (Light Commercial) is inconsistent with the LD (Low Density Residential) General Plan Land Use designation; and

WHEREAS, the proposed rezoning (REZ 2023-01) will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the City performed a preliminary environmental assessment and determined the project to be Exempt under Section 15061(b)(3) (Common Sense Exemption) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, under the City's Municipal Code and State Planning and Zoning Law, the Planning Commission (Commission) is authorized to review and make recommendations to the City Council (Council) for rezones and environmental assessments for associated projects on behalf of the City; and

WHEREAS, the City provided notice of the Commission hearing as required by law; and

WHEREAS, the Commission received and reviewed REZ 2023-01 at a duly noticed meeting on April 11, 2023; and

WHEREAS, at the April 11, 2023, Commission hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, after due consideration of all the items before it, the Commission now desires to adopt this Resolution recommending to the Council to adopt a resolution approving an Exemption for the project pursuant to CEQA, and approving REZ 2023-01.

NOW THEREFORE, be it resolved by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA Recommendation: A preliminary environmental assessment was prepared in accordance with the California Environmental Quality Act. The Planning Commission recommends the Council find and determine the project is exempt under CEQA Guidelines Section 15061(b)(3) (Common

Sense Exemption). The project is exempt as the project proposes no physical development and the purpose of the proposed rezone is to make the zoning consistent with the General Plan, which was previously environmentally assessed. The project site is served by all required utilities and public utilities. The approval of this project does not have a reasonable possibility of resulting in any significant effects relating to traffic, noise, air, air quality, or water quality. Given there is not a reasonable possibility that the project may have a significant, adverse effect on the environment, this project is exempt under CEQA Guidelines section 15061(b)(3).

3. Recommendation of City Council Approval of REZ 2023-01: The Planning Commission finds and recommends the City Council find that REZ 2023-01: i) is consistent with the General Plan goals and policies, including Policy LU-32, which states zoning shall be consistent with General Plan land use designations; and ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience, and general welfare. The Planning Commission recommends the City Council approve REZ 2023-01 rezoning the parcel at 301 North C Street from C1 (Light Commercial) to R1 (One unit for each 6,000 square feet of site area) as shown in Exhibit "A."

4. Effective Date: This Resolution shall become effective immediately. The Secretary of the Commission shall certify the adoption of the Resolution and shall transmit copies of the same to the Council of the City of Madera.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 11th day of April 2023, by the following vote:

AYES: Commissioner's Rohi Zacharia, Bobby Shiekh, Balwder Singh, Saim Mohammad, Jose Eduardo Chavez, Chairperson Robert Gran Jr., Vice-Chair Ramon Lopez

NOES: None

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett Community Development Director for Gary Conte
Gary Conte, AICP Planning Manager

"Exhibit A" Existing and Proposed Zone

Exhibit A: Existing Zone

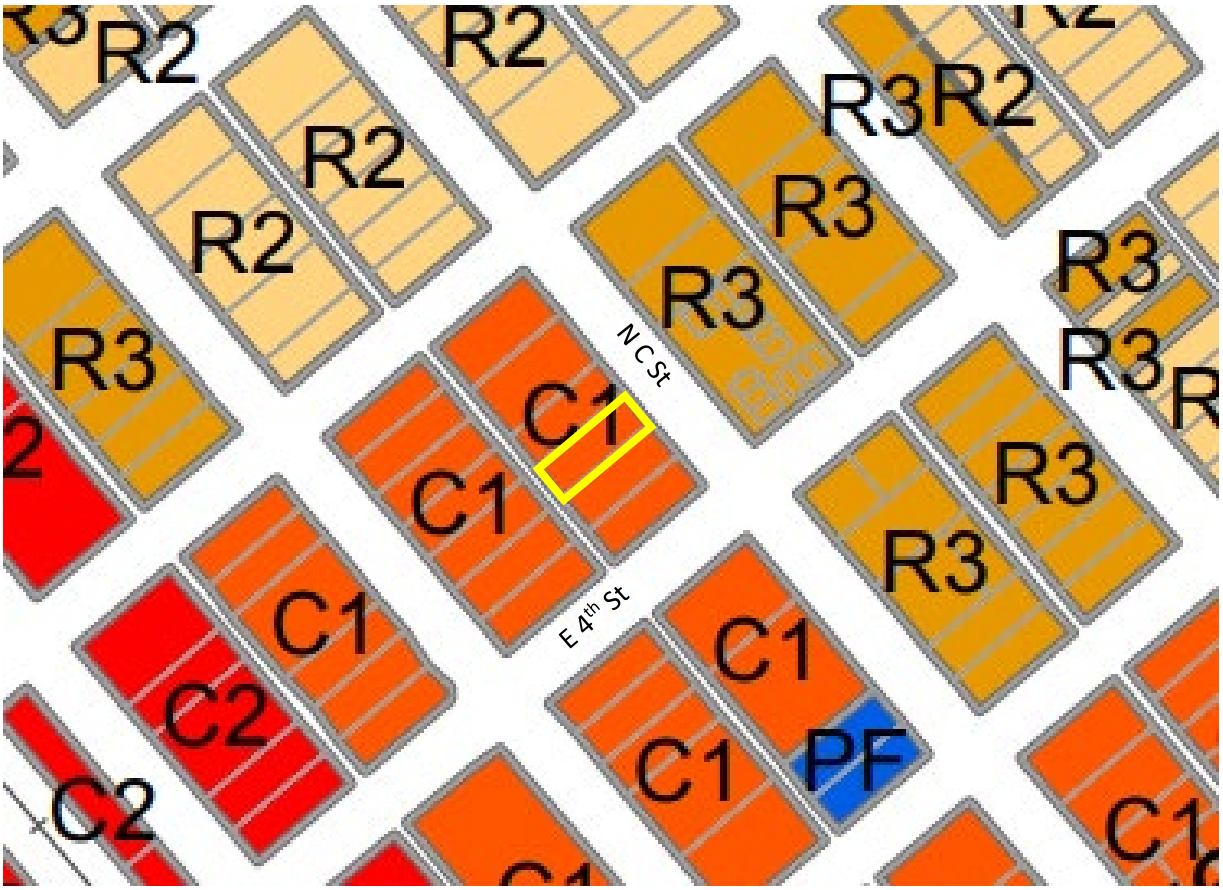
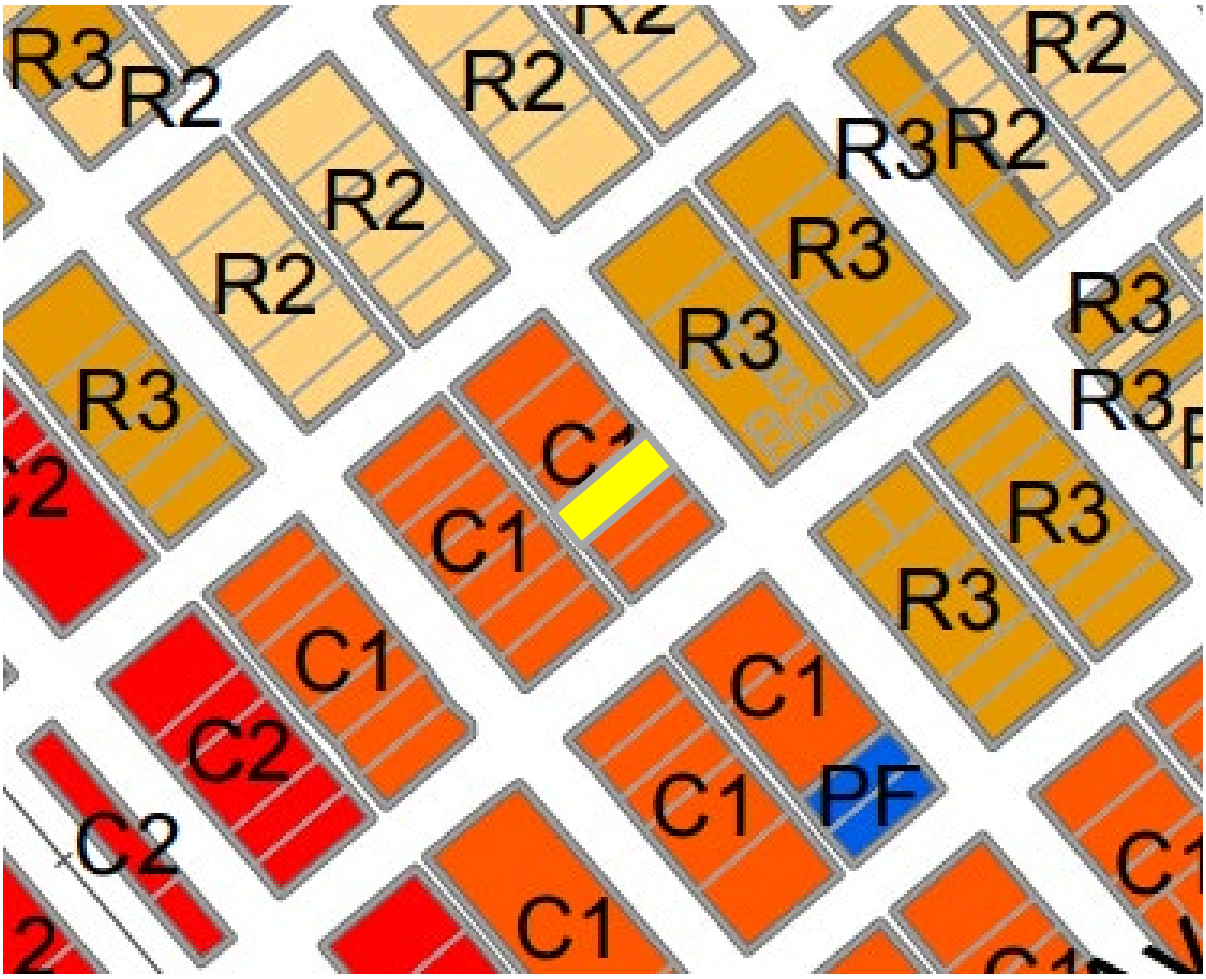


Exhibit A: Proposed Zone



- C1 - Light Commercial
- C2 - Heavy Commercial
- RA - (One unit per each 12,000 square feet)
- R1 - (One unit per each 6,000 square feet)
- R2 - (One unit per each 3,000 square feet)
- R3 - (One unit per each 1,800 square feet)

ATTACHMENT 4
Ordinance of the City Council (REZ 2023-01)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.17 ACRES OF PROPERTY LOCATED AT 308 NORTH C STREET (APN: 007-081-014) FROM THE C1 (LIGHT COMMERICAL) TO THE R1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQAURE FEET) ZONE DISTRICT

WHEREAS, Alejandro Reyes ("Owner") owns the property located on 308 North C Street (APN: 007-081-014) in Madera, California ("Subject Property"); and

WHEREAS, Delfino Reyes, as authorized agent on behalf of the Owner ("Applicant"), submitted Rezone Application REZ 2023-01 to the City of Madera (City) to rezone the approximately 0.17 acre Subject Property located at 308 North C Street (APN: 007-081-014 on the southwesterly side of North C Street between East 3rd and East 4th Streets; and

WHEREAS, the proposed rezoning (REZ 2023-01) of the Subject Property to the R1 (Residential, one unit for each 6,00 square feet) zone district is consistent with the Low Density Residential General Plan land use designation for the Subject Property pursuant to Table LU-A: General Plan/Zoning Consistency of the General Plan; and

WHEREAS, the City performed a preliminary environmental assessment and determined the project to be Exempt pursuant to Section 15061(b)(3) (Common Sense Exemption) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, the Planning Commission received and reviewed application REZ 2023-01 at a duly noticed meeting on April 11, 2023, wherein the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, after its hearing, the Planning Commission adopted Resolution No. 1953 recommending the City Council adopt the environmental finding and approve Rezone REZ 2023-01;

WHEREAS, under the City's Municipal Code, the City Council is authorized to review and approve rezones on the behalf of the City; and

WHEREAS, the City provided notice of the City Council hearing as required by law.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA ORDAINS AS FOLLOWS:

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

SECTION 2. Public Hearing. The City Council received the submittals from the Planning Commission and held a duly noticed public hearing on May 3, 2023, on the rezoning of the Subject Property shown in Exhibit "A" attached hereto and incorporated by reference.

SECTION 3. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed rezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds Rezone REZ 2023-01 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.

2. THE REZONE IS NOT EXPECTED TO BE DETERMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

SECTION 4. Approval of Rezone. The City Council hereby approves Rezone REZ 2023-01 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code from the C1 (light commercial) zone district to R1 (Residential – One Unit for Each 6,000 Square Feet) zone district as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 5. Effective Date of Rezone. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

SECTION 6. Effect Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

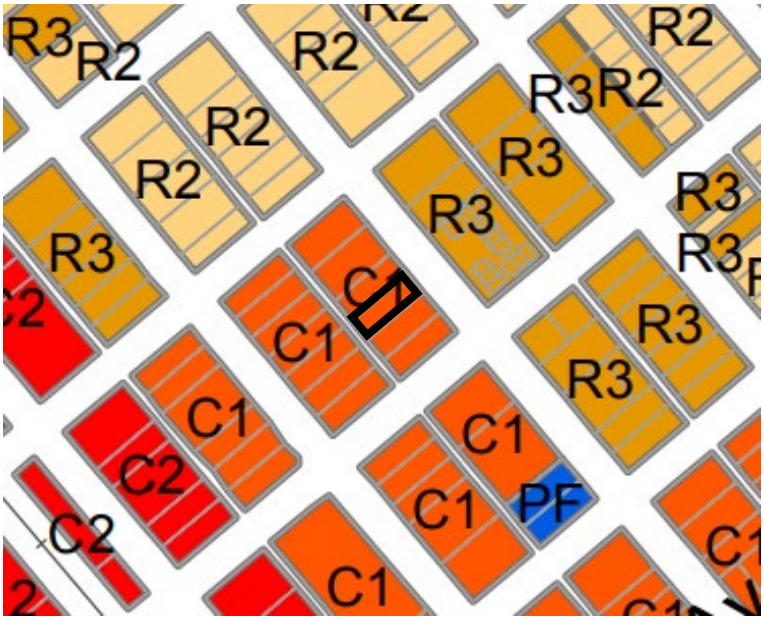
SECTION 7. Posting. The City Clerk shall certify the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

* * * * *

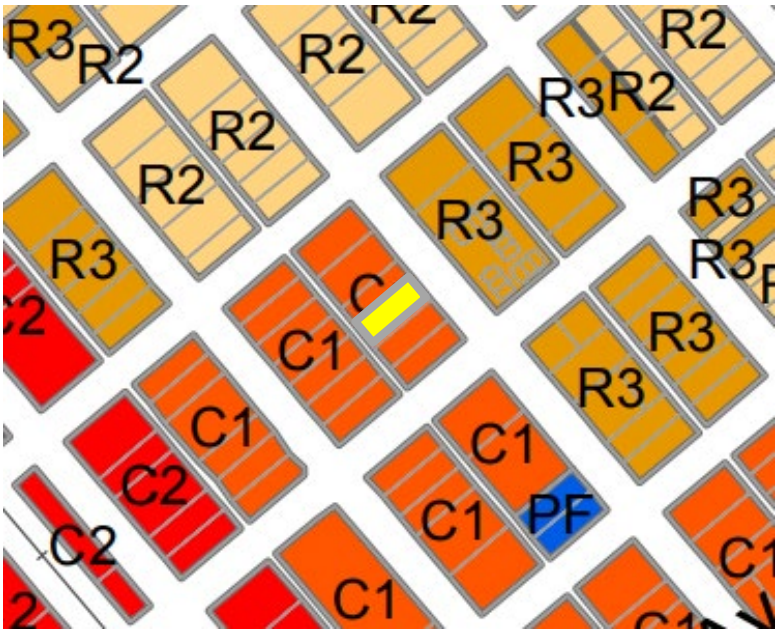
Exhibit "A" – Existing and Proposed Zoning Maps

Exhibit A: Existing and Proposed Zoning Maps

Existing Zoning: C1 (Light Commercial)



Proposed Zoning: R1 (Residential, one unit for each 6,000 square feet)



REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: B-12

SUBJECT:

Second Reading and Adoption of an Ordinance for the Arc Fresno/Madera Counties Project Prezone (REZ 2022-02) for Purposes of Facilitating Annexation to the City of Madera in Accordance with Annexation Application ANX 2022-03.

RECOMMENDATION:

1. Waive full reading and adopt an Ordinance of the City Council approving REZ 2022-02 amending the official City of Madera Zoning Map to prezone the approximately 242 acre "Arc Annexation Area" generally bound by Martin Avenue on the north, North D Street on the East, Adell and Ellis Streets on the south, and the existing United States Bureau of Reclamation Canal and Road 26 on the west.

2. Adopt a resolution of the City Council initiating an application to the Madera Local Agency Formation Commission (LAFCo) for a change of organization of territory in accordance with Annexation ANX 2022-03.

SUMMARY:

This is the second reading of the ordinance for REZ 2022-02 which was introduced by the Council on April 19, 2023. The applicant, The Arc Fresno/Madera Counties, is requesting a General Plan amendment (GPA 2022-03), and the prezoning (REZ 2022-02) and annexation (ANX 2022-03) of approximately 242 acres for the purpose of constructing and operating a new Intellectual and Development Disability Center (IDDC) at 16482 Road 26 (Assessor's Parcel Number [APN] 038-060-018)) herein referenced as the "Arc development site." The 2.1-acre Arc development site is approximately 320 feet north of the intersection of Ellis Street and Road 26 and approximately 1,800 feet (0.35 miles) north of the City limits. See Attachments 1 and 2 for annexation boundaries and Attachment 3 for a list of affected parcels.

The proposed annexation requires a series of actions by the City and the Madera Local Agency Formation Commission (LAFCo). LAFCo is the lead agency for annexations of properties into the City. Prezoning is required as a precursor to submitting an application for annexation of the site with LAFCo. State law requires that a proposed annexation to a city must be consistent with the General Plan (GP) and the prezoning set by the city. The LAFCo process may be started following City Council adoption of the proposed ordinance to prezone the Arc Annexation Area. The LAFCo process may be initiated by a petition of either landowners, registered voters, or a City. A Resolution of the City Council must accompany a City

petition for annexation as prescribed in California Government Code 56700. An overview of the proposed project is provided in Table 1 below.

Table 1: *Project Overview*	
Project Number:	GPA 2022-03, REZ 2022-02, ANX 2022-03
Applicant:	Arc Fresno/Madera Counties, Inc
Property Owner:	Various
Location:	North of existing City limits; generally bounded by an existing USBR canal and Road 26 to the west, Martin Street to the north, North D Street to the east, and Adell and Ellis Streets to the south
Project Area:	Approximately 242 acres
Planned Land Use:	Existing - Various (see Exhibit A of Attachment 9); Proposed - Various (see Exhibit A of Attachment 9)
Zoning District:	Existing – County of Madera, Various (see Attachment 4); Proposed – City of Madera, Various (see Exhibit A of Attachment 10)
Site Characteristics	Annexation area is a mix of undeveloped and developed parcels. Majority of the developed parcels consist of rural residential uses and existing school facilities. Non-residential uses include a County drainage ponding basin located in the central portion of the annexation area and a commercial facility located along the east side of Road 26. The largest use developed within the annexation area includes the Matilda Torres High School, Jack G. Desmond Middle School, and Nishimoto Elementary School combined campus located at the north end of the area of annexation.

BACKGROUND:

The proposed 242-acre annexation area is a mix of undeveloped and developed parcels. A majority of the developed parcels consist of rural residential uses and existing school facilities. Non-residential uses include a County drainage ponding basin located in the central portion of the annexation area and a commercial facility located along the east side of Road 26. The largest developed land use within the annexation area is the 93.13-acre combined Matilda Torres High School, Jack G. Desmond Middle School, and Nishimoto Elementary School campus located at the north end of the area of annexation (see Attachment 2). The proposed annexation area is generally surrounded by unincorporated property composed of commercial uses and single-family residences to the west, single family residential uses to the north and east. Lands to the south, within the City limits which form the southern boundary of the annexation area, are comprised of a mix of commercial developments, vacant lands, and rural and urban residential properties, as well as a portion of the Sherman Thomas school campus.

As an area currently outside the jurisdiction of the City, zoning and development entitlements for properties located within the proposed annexation area currently fall under the jurisdiction of the County of Madera. Current County zoning districts for the affected annexation properties are shown in Attachment 4. Table 2 below summarizes the existing development/uses, and the General Plan land use designations and zoning districts surrounding the proposed annexation area. The General Plan designations identified in Table 2 represent the City's General Plan land use designations surrounding the proposed annexation area. The zoning districts identified in Table 2 include both City and County zone district based on where the annexation boundary abuts the existing City limits or unincorporated property.

Table 2: *Bordering Site Information*			
Direction	*Existing Use*	*General Plan Designation*	*Zone District*
North	Residential	Low Density Residential	AR-5 (County)

Table 2: *Bordering Site Information*			
East	Residential	Low Density Residential	AR-5, RRS (County)
South	Residential, Commercial Businesses, Sherman Thomas Charter School	Low Density Residential, Medium Density Residential, Office, Commercial	RRM (County) PD (6000), PD (4500), R1, C1 (City)
West	USBR Canal, Commercial Businesses	Resource Conservation/Agriculture, Low Density Residential, Commercial	MHA, OS, CRM (County)
CRM – Commercial, Rural, Median (County) MHA – (Overlay) Manufactured Housing Architectural Review Overlay (County) RRM – Residential, Rural, Multiple Family (County) OS – Open Space (County) RRS – Residential, Rural, Single Family (County) PD (6000) – Planned Development (One Unit per each 6,000 sf of site area) PD 4500 – Planned Development (One Unit per each 4,500 sf of site area) R1 – (One Unit per each 6,000 sf) C1 – Light Commercial			

General Plan Amendment 2022-03

GPA 2022-03 proposes to amend the Arc development site's (APN 038-060-018) General Plan land use designation from MD (Medium Density Residential) to HD (High Density Residential) to enable the proposed IDDC to be constructed and operate on the Arc development site. GPA 2022-03 also proposes to amend the General Plan land use designation of the southern five acres of the Jack G. Desmond Middle School site (APN 038-010-026) from OS (Open Space) to P&SP (Other Public & Semi-Public Uses) consistent with the land use designation of the northern portion of the school site. See Exhibit A of Attachment 9 for the City of Madera existing and proposed General Plan Land use designations for the Arc development site and affected annexation area.

Prezone 2022-02

The project site is currently outside the City limits. Current zoning of the project site is subject to the County of Madera. The County has zoned the majority of annexation area property AR-5 - Agricultural Rural, Five Acre) District. Properties between Road 26 and the USBR canal are zoned RRM – Residential, Rural, Multiple Family District. The southwest section of the Matilda Torres High School site and the properties immediately south of the High School, adjacent to Road 26 and the northern one-third of the County's drainage basin south of the High School are zoned CRM – Commercial, Rural, Medium District (see Attachment 4).

The proposed annexation area must be prezoned before an annexation request can be filed with LAFCo. Pursuant to Government Code Section 65859(a), "[A] city may, pursuant to this chapter, prezone unincorporated territory to determine the zoning that will apply to that territory upon annexation to the city. The zoning shall become effective at the same time that the annexation becomes effective."

The City is required to ensure a prezone request is consistent with the General Plan. REZ 2022-02 proposes to prezone the Arc development site to R3 (One unit per each 1,800 square feet (sf)) and prezone the Jack G. Desmond Middle School PF (Public Facilities) consistent with the land use amendments proposed under GPA 2022-03. The remaining properties to be annexed into the City as a part of the project would be prezoned as well, consistent with the respective City's General Plan land use designation assigned to those

individual properties. The proposed prezoning districts for the affected annexation properties are shown in Exhibit A of Attachment 10.

Annexation 2022-03

ANX 2022-03 proposes to annex the 2.12-acre Arc development site and 51 additional parcels, representing approximately 242 acres combined, into the City, consistent with LAFCo's request to define and establish a logical annexation territory pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

The proposed 242-acre annexation area is generally bounded by Martin Street to the north, North D Street to the east, Adell and Ellis Streets to the south, and the USBR canal and Road 26 to west. A listing of all affected parcels is included as Attachment 3. Please note, where Road 26 enters the City limits, it is identified as Country Club Drive. Road 26 within the limits of the annexation area would be renamed Country Club Drive upon approval of the annexation by LAFCo.

The proposed annexation area is located within the City's Urban Growth Area and Sphere of Influence and is consistent with the General Plan as proposed to be amended pursuant to GPA 2022-03. The proposed development of the Arc development site would be compatible with the proposed General Plan land use designation for the Arc development project site as proposed pursuant to GPA 2022-03 and the surrounding area. On this basis, the Planning Commission (Commission) has made the necessary findings determining the proposed project is consistent with the General Plan.

City Council (Council) approval of ANX 2022-03 would initiate the request to LAFCo to undertake proceedings for the Arc Annexation. If the Council approves the project entitlements, LAFCo will review and take action on the proposed annexation. If the annexation is approved by LAFCo, a certificate of completion will be issued, which would make the annexation effective 30 days after approval. At that time, Road 26 within the limits of the annexation area would be renamed Country Club Drive.

Plan of Services

The proposed annexation area has already experienced some urban development and City improvements, and is planned for development by the City's Master Sewer, Water and Transportation/Circulation Plans. Within the proposed annexation area, existing City water facilities are located beneath Road 26, Martin Street, North D Street, approximately 1,000 feet of Ellis Street west of North D Street, and approximately 1,500 feet of Adell Street west of North D Street. Existing City sewer facilities within the annexation area are located beneath Ellis Street, Road 26 north of Ellis Street, North D Street, approximately 1,700 feet of Martin Street west of North D Street, and Road 26 (Country Club Drive) south of Adell Street. City water and sewer improvements serve the 93.13-acre combined Matilda Torres High School, Jack G. Desmond Middle School, and Nishimoto Elementary School campus.

The annexation area also includes previously developed storm drainage infrastructure. Both Road 26 and Ellis Street contain storm drain inlets within the annexation area that presently drain to an existing County Drainage basin located approximately 600 feet east of the Road 26 and Ellis Street intersection. This basin collects storm runoff from the surrounding area. City water, sewer, and storm drainage infrastructure would be extended, consistent with City standards, as development occurs within the annexation area.

Fire, emergency, medical, and police protection services for the annexation area are presently provided by the County of Madera and augmented through contracts and agreements with other agencies and service providers, including the City of Madera. The County of Madera has a contract with CalFire to provide management and staffing of the County's fire stations and equipment. Madera City Fire Station 58 is located approximately 1.20 miles to the southwest of the Arc annexation area and Madera County Fire Station 1 is located approximately 2.75 miles to the southeast of the Arc annexation area. The

annexation would place the area under the jurisdiction of City services; however, the existing mutual agreement would allow for County services to respond to emergency events within the annexation area.

ENVIRONMENTAL REVIEW:

The proposed project has been reviewed for compliance with the California Environmental Quality Act (CEQA). The City prepared an initial study and, on that basis, determined that the proposed project will not have significant adverse effects on the environment and that a Negative Declaration could be prepared. See Attachment 5 for The Arc Fresno/Madera Counties Initial Study/Negative Declaration. The Initial Study/Negative Declaration (IS/ND) was published for a 30-day public review and comment period commencing on November 19, 2022, and ending on December 19, 2022. Comments were received from the California Highway Patrol (CHP), Pacific Gas & Electric Company (PG&E), Madera Irrigation District (MID), Caltrans, and the San Joaquin Valley Air Pollution Control District (SJVAPCD). See Attachment 6 for comment letters received.

Comments from CHP and PG&E indicated that the project would not have an impact on their facilities. MID also indicated that the project would have no impact and that the canal abutting the Arc development site to the west was owned by the USBR and operated by MID.

Comments from Caltrans stated that the construction and the operation of the Arc facility would not have an impact on their facilities; however, the overall annexation area may have an impact. Caltrans requested that a traffic analysis be completed analyzing the impact of development planned throughout the annexation area according to each parcel's prezoning designation. Based on a subsequent meeting between Caltrans and the City on January 19, 2023, Caltrans subsequently retracted the request for a traffic analysis to be completed in association with the project. The retraction was based on the mutual understanding the land use intensity within the annexation area was not going to increase beyond what is anticipated in accordance with the General Plan as a result of the project; and, any attempts at such analyses, beyond the scope of analyses performed for purposes of the General Plan, would be too speculative at this time. There are two sites that would experience a change in their land use designation as a result of the project. The first site is the Arc's property, which Caltrans confirmed would not require additional traffic analysis due to the size of the project. The other site undergoing a land use change is the southern five-acre portion of Jack G Desmond Middle School site (APN 038-010-026) already developed as school athletic fields. This site is currently planned as Open Space and would be amended to be planned for Other Public and Semi-Public Uses, consistent with the rest of the combined school campus. The remaining parcels within the annexation area would be prezoned to be consistent with their respective General Plan land use designation, remaining consistent with their currently planned intensity. As they develop, individual projects within the annexation area will be required to complete any applicable project specific or cumulative environmental and traffic analyses necessary for CEQA compliance based upon the timing and project proposed.

Comments from the SJVAPCD noted that neither the annexation, nor the construction of the Arc facility, would have an impact on air quality resources; however, future development within the annexation area could result in impacts to air quality resources. Individual projects within the annexation area would be required to complete any applicable environmental analyses depending on the extent of the project being proposed, including required air quality analysis.

Based on the initial study and review of all items in the record, there is no substantial evidence that this project may have a significant direct, indirect or cumulative effect on the environment. As a result, a negative declaration is appropriate for this project.

PLANNING COMMISSION REVIEW:

The Commission held a public hearing on February 21, 2023 to consider GPA 2023-03, REZ 2022-02 and ANX 2022-03. The Commission also considered the applicant's request for a use permit (CUP 2022-07) and a site plan review (SPR 2022-07), both of which are required to authorize the construction and operation of the proposed IDDC at 16482 Road 26 (Arc Development Site).

On a 7-0 vote, the Commission adopted Resolution No. 1941 recommending the Council adopt the Negative Declaration ENV 2022-03, and approve GPA 2022-03, and REZ 2022-02 (see Attachment 7). Additionally, the Commission, on a 7-0 vote, adopted Resolution No. 1940, recommending the Council initiate annexation of the proposed 242-acre annexation area (see Attachment 8). Finally, on a 7-0 vote, the Commission approved Resolution No. 1942, contingently approving CUP 2022-07 and SPR 2022-12, which would allow for the construction and operation of the IDDC. Approval of CUP 2022-07 and SPR 2022-12 are contingent on Council adopting the ENV 2022-03, approving GPA 2022-03 and REZ 2022-02, and Council adopting a Resolution initiating annexation of the 242 acres.

PUBLIC NOTICE:

Public notification consisted of posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting and publishing a notice in the local newspaper (Madera Tribune) and notification by mail to property owners within at least a 300-foot radius of the proposed annexation boundary.

FISCAL IMPACT:

The applicant paid entitlement fees in accordance with the City's adopted Master Fee Schedule to offset the costs associated with processing this General Plan amendment, annexation, prezone, site plan review, conditional use permit, and supporting environmental determination. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting. With development of the approved facility, the developer will pay development impact fees toward supporting City infrastructure and services.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Move to refer the item back to staff and/or continue the public hearing to a future Council meeting at a date certain with direction to staff to return with an updated staff report, resolution and/or ordinance.
2. Provide staff with other alternative directives.

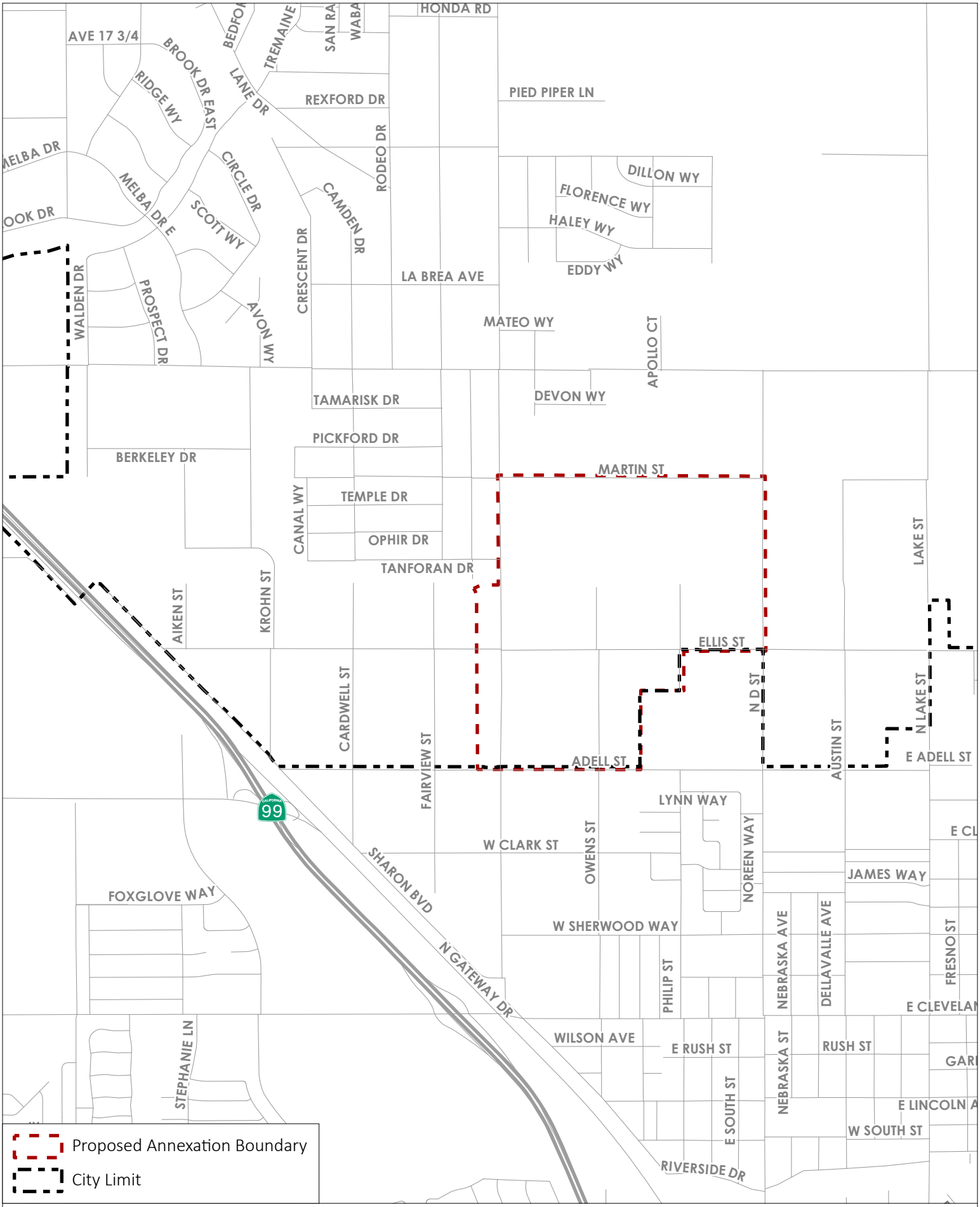
ATTACHMENTS:

1. Vicinity Map
2. Aerial Photo
3. Affected Parcels
4. Madera County Zoning District Map
5. Initial Study/Negative Declaration (ENV 2022-03)
6. Public Comment Letters Received
   - California Highway Patrol
   - Pacific Gas and Electric Company
   - Madera Irrigation District
   - Caltrans
   - San Joaquin Valley Air Pollution Control District
7. Planning Commission Resolution No. 1941
8. Planning Commission Resolution No. 1940

9. City Council Resolution 23-38 (ENV 2022-03 and GPA 2022-03)
    Exhibit “A”: General Plan Land Use Map Amendments (Existing and Amended)
10. Ordinance of the City Council (REZ 2022-02)
    Exhibit “A”: Prezone District Map
11. Resolution Initiating Annexation for ANX 2022-03
    Exhibit “A”: Arc Annexation Area

ATTACHMENT 1

Vicinity Map



The Arc

Vicinity Map

G:\Madera City of-1021\1021 Madera On-Call Planning\102120001-Madera On-Call Planning\400 GIS\OnGoing_GIS\Madera_OnGoing_GIS.aprx

ATTACHMENT 2

Aerial Photo



Proposed Annexation Boundary

City Limit

0 500 1,000

Feet

The Arc

Aerial Map

G:\Madera City of-1021\1021 Madera On-Call Planning\102120001-Madera On-Call Planning\400 GIS\OnGoing_GIS\Madera_OnGoing_GIS.aprx

ATTACHMENT 3

Affected Parcels

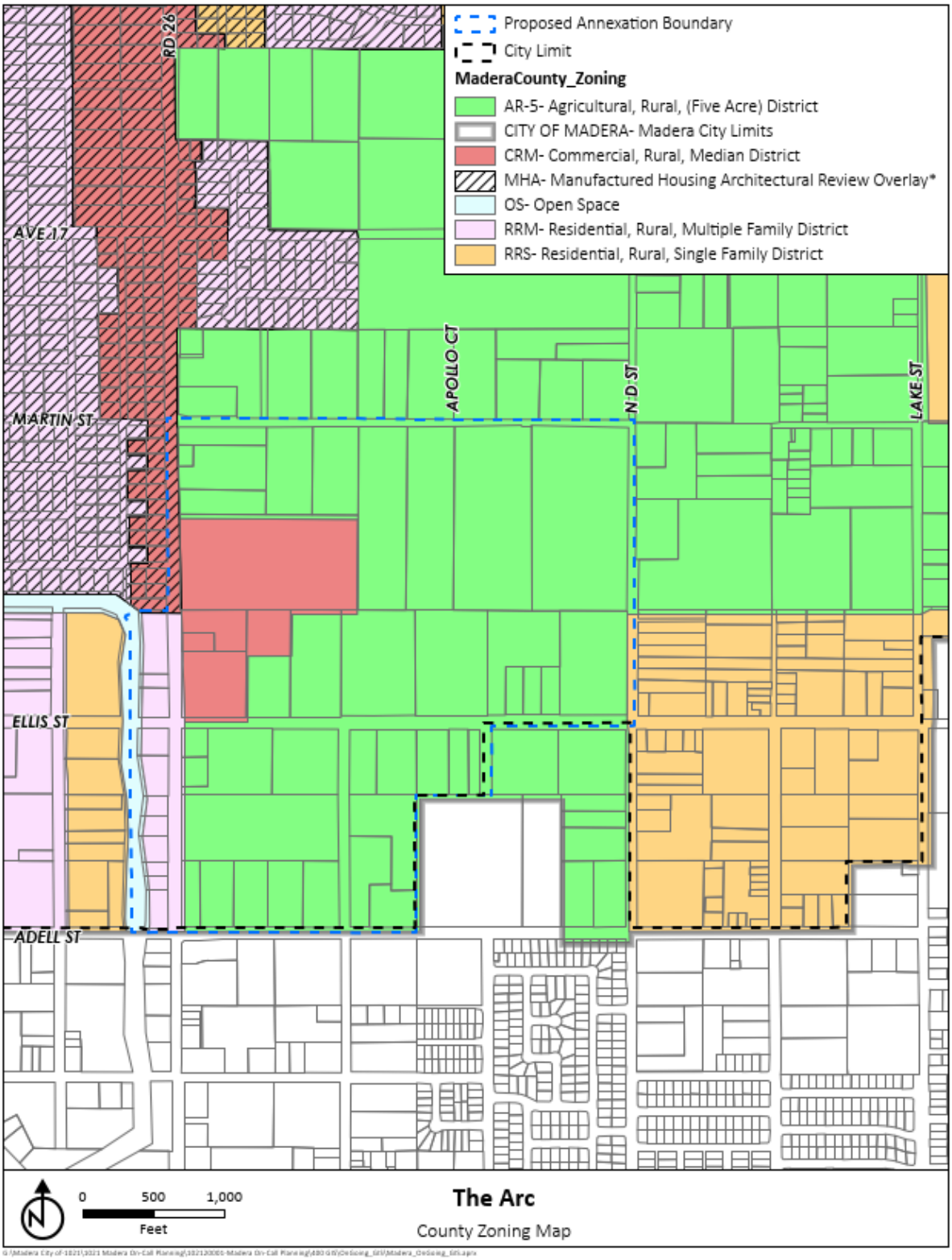
APN	Acres[1]	Existing Conditions		
		City of Madera General Plan Land Use Designation	Madera County Zoning District	Use
038-010-018	0.36	P&SP	AR-5	Matilda Torres High School
038-010-019	4.10	P&SP	AR-5	Matilda Torres High School
038-010-020	2.42	P&SP	AR-5	Matilda Torres High School
038-010-021	19.33	P&SP	CRM	Matilda Torres High School
038-010-025	16.36	P&SP	AR-5	Nishimoto Elementary School
038-010-026	20.14	P&SP	AR-5	Jack G. Desmond Middle School
038-010-029	10.10	P&SP	AR-5	Matilda Torres High School
038-010-030	9.90	P&SP	AR-5	Matilda Torres High School
038-010-031	4.61	P&SP	AR-5	Matilda Torres High School
038-010-032	4.64	P&SP	AR-5	Matilda Torres High School
038-010-033	1.82	P&SP	AR-5	Matilda Torres High School
038-060-018	2.04	MD	RRM	Vacant
038-060-019	0.46	MD	RRM	Rural Residential
038-060-020	1.04	MD	RRM	Rural Residential
038-060-030	0.95	MD	RRM	Rural Residential
038-060-031	1.30	MD	RRM	Vacant
038-070-003	0.71	LD	CRM	Tire Shop
038-070-004	6.19	LD	AR-5	Rural Residential
038-070-007	8.63	LD	AR-5	Rural Residential
038-070-008	5.63	LD	AR-5	Rural Residential
038-070-009	0.98	LD	AR-5	Rural Residential
038-070-010	1.00	LD	AR-5	Rural Residential
038-070-011	1.06	LD	AR-5	Rural Residential
038-070-013	0.84	LD	AR-5	Rural Residential
038-070-014	1.48	LD	AR-5	Vacant
038-070-015	2.35	LD	AR-5	Kingdom Hall of Jehovah's Witnesses
038-070-016	2.96	LD	AR-5	Rural Residential
038-070-017	2.01	LD	AR-5	Rural Residential
038-070-018	4.90	LD	AR-5	Rural Residential
038-070-019	5.08	LD	AR-5	Vacant
038-070-020	0.84	LD	AR-5	Vacant
038-070-021	0.89	LD	AR-5	Vacant
038-070-023	4.79	LD	CRM	Rural Residential
038-070-024	2.38	LD	CRM	Mixed Commercial
038-070-025	5.37	LD	CRM/AR-5	County Drainage Basin
038-070-026	8.93	LD	AR-5	Ezequiel Tafoya Alvarado Academy
038-081-001	7.92	LD	AR-5	Vacant
038-100-002	11.87	LD	AR-5	Vacant
038-100-003	1.43	LD	AR-5	Rural Residential
038-100-004	2.54	LD	AR-5	Rural Residential
038-100-005	2.63	LD	AR-5	Rural Residential
038-100-006	2.62	LD	AR-5	Vacant
038-100-007	2.73	LD	AR-5	Rural Residential
038-100-008	4.75	LD	AR-5	Vacant
038-100-009	3.24	LD	AR-5	Sherman Thomas Charter High School

APN	***Acres[1]***	***Existing Conditions***		
		City of Madera General Plan Land Use Designation	*Madera County Zoning District*	*Use*
038-100-010	2.14	LD	AR-5	Sherman Thomas Charter High School
038-110-023	0.60	MD	RRM	Rural Residential
038-110-024	0.66	MD	RRM	Rural Residential
038-110-025	0.83	MD	RRM	Vacant
038-110-026	0.89	MD	RRM	Rural Residential
038-110-027	0.36	MD	RRM	Rural Residential
038-110-028	1.00	MD	RRM	Vacant
Subtotal	**212.8**	-	-	-

[1]Does not include public rights of way.

ATTACHMENT 4

Madera County Zoning District Map


Proposed Annexation Boundary
City Limit
MaderaCounty_Zoning
AR-5- Agricultural, Rural, (Five Acre) District
CITY OF MADERA- Madera City Limits
CRM- Commercial, Rural, Median District
MHA- Manufactured Housing Architectural Review Overlay*
OS- Open Space
RRM- Residential, Rural, Multiple Family District
RRS- Residential, Rural, Single Family District
RD 26
AVE 17
MARTIN ST
APOLLO CT
N D ST
LAKE ST
ELLIS ST
ADELL ST
0
500
1,000
Feet
The Arc
County Zoning Map

ATTACHMENT 5

Initial Study/Negative Declaration (ENV 2022-03)

The Project Initial Study/Negative Declaration is posted on the City's website on the Planning Department page under Current Projects and Environmental Review at the following website address: https://www.madera.gov/home/departments/planning/.

A hardcopy of the Project Initial Study/Negative Declaration is also available to be viewed at the City of Madera Planning Department at 205 W. 4th Street, Madera, CA 93637 (Madera City Hall).

ATTACHMENT 6

Public Comment Letters Received

California Highway Patrol
Pacific Gas and Electric Company
Madera Irrigation District
Caltrans
San Joaquin Valley Air Pollution Control District

From: Mafana, Tatanka@CHP <TMafana@chp.ca.gov>
Sent: Wednesday, November 23, 2022 3:41 PM
To: Gary Conte <gconte@madera.gov>
Subject: General Plan Amendment 2022-03, Rezone 2022-02, Conditional Use Permit 2022-07, Site Plan Review 2022-12 and Annexation 2022-03

You don't often get email from tmafana@chp.ca.gov. Learn why this is important

Good morning/afternoon. The California Highway Patrol Madera Area has no reservations regarding the project as it will primarily impact the City. Please let me know if you need anything further.

Respectfully,

Sergeant Tatanka "Tank" Mafana, ID 19507
Madera Area
3051 Airport Drive
Madera, CA 93637
Phone: 559-507-8120

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

Pacific Gas and Electric Company

Plan Review Team
Land Management

PGEPlanReview@pge.com

December 13, 2022

Brandi Garcia
City of Madera
205 W 4th St
Madera, CA 93637

Re: The Arc Fresno/Madera Counties
GPA 2022-03 Rezone 2022-02 CUP 2022-07 SPR 2022-12 Annexation 2022-03

Dear Brandi Garcia,

Thank you for providing PG&E the opportunity to review the proposed plans for The Arc Fresno/Madera Counties dated 11/18/2022. Our review indicates the proposed improvements do not appear to directly interfere with existing PG&E facilities or impact our easement rights.

Please note this is our preliminary review and PG&E reserves the right for additional future review as needed. This letter shall not in any way alter, modify, or terminate any provision of any existing easement rights. If there are subsequent modifications made to the design, we ask that you resubmit the plans to the email address listed below.

If the project requires PG&E gas or electrical service in the future, please continue to work with PG&E's Service Planning department: https://www.pge.com/cco/.

As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of 2 working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

If you have any questions regarding our response, please contact the PG&E Plan Review Team at pgeplanreview@pge.com.

Sincerely,

PG&E Plan Review Team
Land Management

Public

From: Darren Garcia <DGarcia@madera-id.org>
Sent: Friday, December 2, 2022 7:18 AM
To: Brandi Garcia <bgarcia@madera.gov>
Subject: RE: Notice of Extension for The Arc

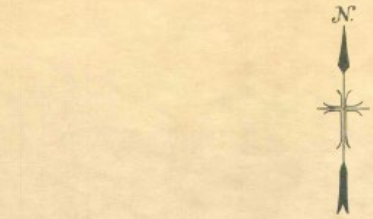
Morning Brandi,

No comments, see attached right-of-way that Madera Irrigation District maintains for the Bureau of Reclamation (USBR). This is deed property owned by USBR located on the west edge of the proposed Arc Project.

Thanks,

Darren Garcia
Supervising Engineering Technician
Madera Irrigation District
559-474-0452

UNIT NO. 510 B



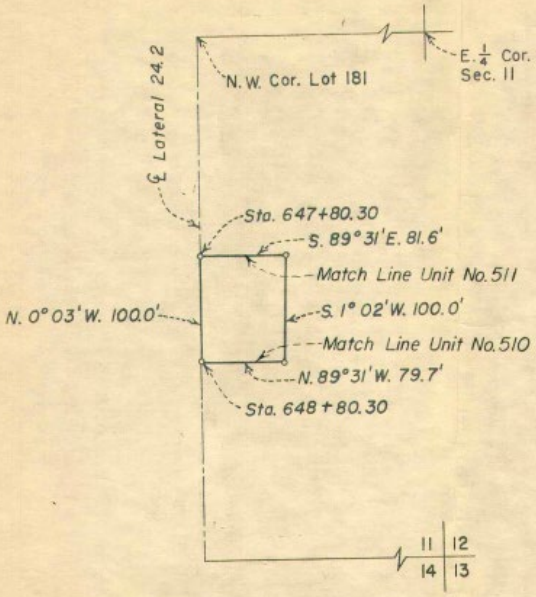
Portion of Miller and Lux subdivision of Lands in Madera.



T. 11 S., R. 17 E. M. D. M.

KEY MAP

SCALE 1" = 2,000'



AREA = 0.19 ACRE

SCALE 1" = 100'

Deed dated Sept. 3, 1953 and recorded Sept. 24, 1953 in Volume 591 at page 124 of Official Records, Madera County Records.

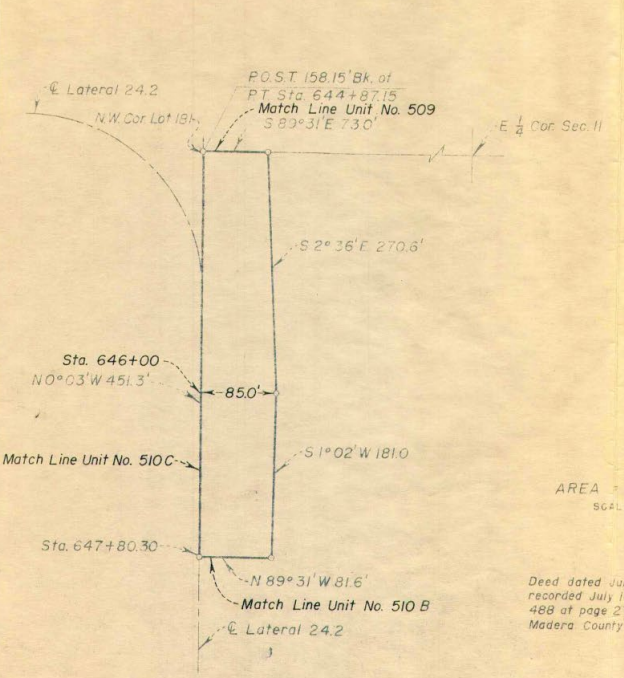
FOR FIELD USE

Lateral 24.2

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL VALLEY PROJECT-CALIFORNIA
MADERA DISTRIBUTION SYSTEM
RIGHT OF WAY-UNIT NO. 510B
LATINO AMERICANO INC.

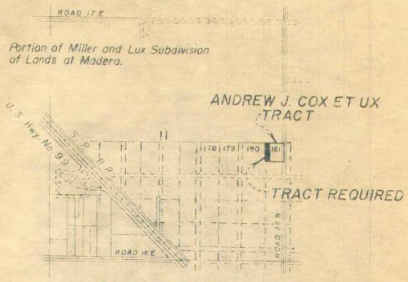
DRAWN A. L. S. SUBMITTED A. E. Heiserman
TRACED H. L. E. RECOMMENDED
CHECKED [illegible] APPROVED
FRIANT, CALIF. OCT. 14, 1953 214-223-714

UNIT NO. 511 Rev.



AREA = 0.84 ACRES
SCALE: 1" = 100'

Deed dated June 13, 1950 and recorded July 10, 1950 in Volume 488 at page 274 of Official Records, Madera County Records.



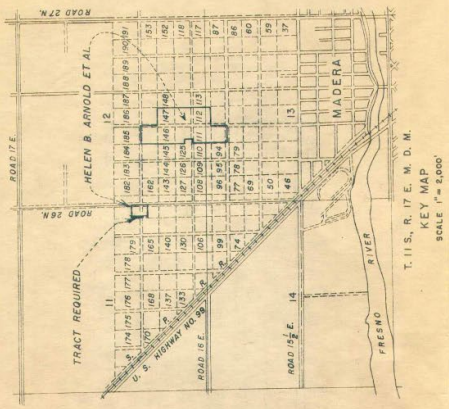
T. 11 S., R. 17 E. M.D.M.
KEY MAP
SCALE: 1" = 2000'

FOR FIELD USE
Lateral No. 24.2

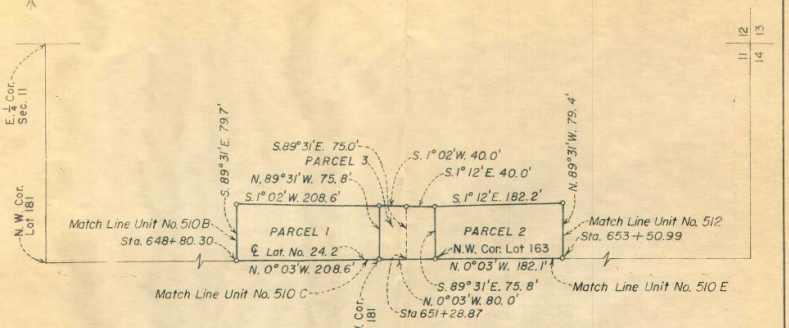
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL VALLEY PROJECT-CALIFORNIA
MADERA DISTRIBUTION SYSTEM
RIGHT OF WAY-UNIT NO. 511
ANDREW J. COX ET UX

DRAWN A.L.S. C.R.T. SUBMITTED
TRACED B.L.A. RECOMMENDED
CHECKED APPROVED
FRIANT, CALIF. APRIL 2, 1953 | 214-223-665

UNIT NO. 510 Rev. & Red.







PARCEL 1 = 0.37 ACRES
" 2 = 0.32 "
" 3 = 0.14 "
TOTAL = 0.83 ACRES

SCALE 1" = 100'

FOR FIELD USE

Lateral No. 24.2

Deed dated Dec. 28, 1943 and recorded Jan. 1, 1944 in Volume 336 at page 15 of Official Records, Madera County Records.

REV. & RED. 10-30-53
Friant, Calif.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL VALLEY PROJECT-CALIFORNIA
MADERA DISTRIBUTION SYSTEM
RIGHT OF WAY-UNIT NO. 510
HELEN B. ARNOLD ET AL

DRAWN A. L. S. SUBMITTED
TRACED H. L. E. RECOMMENDED
CHECKED APPROVED
FRIANT, CALIF. APRIL 8, 1953 | 214-223-664

CALIFORNIA STATE TRANSPORTATION AGENCY GAVIN NEWSOM, GOVERNOR

California Department of Transportation

DISTRICT 6 OFFICE
1352 WEST OLIVE AVENUE | P.O. BOX 12616 | FRESNO, CA 93778-2616
(559) 981-1041 | FAX (559) 488-4195 | TTY 711
www.dot.ca.gov

December 6, 2022

MAD-99-12.884
Notice of Negative Declaration
General Plan Amendment, Rezone, CUP, Annexation and SPR
https://ld-igr-gts.dot.ca.gov/district/6/report/28219#39734

SENT VIA EMAIL
Brandi Garcia – Administrative Assistant
City of Madera | Planning Department
205 West 4th Street, Madera, CA 93637
p. (559) 661.5432
bgarcia@madera.gov

Dear Mx. Garcia,

Thank you for the opportunity to review a Notice to adopt a negative declaration for the Arc Fresno/Madera Counties Project, including a General Plan Amendment 2022-03, Rezone 2022-02, Conditional Use Permit 2022-07, Site Plan Review 2022-12 and Annexation 2022- 03. The 2.12-acre Arc development site is located along the west side of Road 26, north of Ellis Street. Under annexation 2022- 03, the 230-acre area is generally bounded by Martin Street to the north, North D Street to the east, existing City limits to the south, and Road 26 to the west, approximately 1 mile north of the State Route (SR) 99/Cleveland Avenue interchange.

Under SPR 2022-12, the applicant, The Arc Fresno/Madera Counties, proposes to construct a new 8,170 square foot Arc facility on a 2.12-acre site. The Arc facility would serve as an Intellectual and Developmental Disability Center, providing education and other services for individuals with disabilities. GPA 2022-03 proposes amendment of the Arc development site's City General Plan Land Use designation from MD (Medium Density Residential) to HD (High Density Residential). In addition, GPA 2022-03 would also amend the southern portion (5 acres) of the Jack G. Desmond Middle School site (APN 038-010-026) from OS (Open Space) to P&SP (Other Public & Semi-Public Uses). REZ 2022-02 would prezone the Arc development site to R3 (One unit per each 1,800 sq ft). Other properties in the annexation area would be prezoned to be consistent with the City's General Plan Land Use designation applicable to the property. CUP 2022-07 would allow the operation of the Arc facility on the Arc development site. The Arc development site and 53 additional parcels are proposed for annexation to the City as a part of ANX 2022-03. The total annexation area is approximately 230 acres.

Caltrans provides the following comments consistent with the State's smart mobility goals that support a vibrant economy and sustainable communities:

1. Caltrans does not anticipate the 8,170 square foot Arc facility (CUP 2022-07) will have a significant impact to the state highway system.

2. However, the development as a whole as part of ANX 2022-03, may generate a significant number of trips based on future development. Therefore, Caltrans request a traffic analysis and/or vehicle miles traveled (VMT) study be conducted based on the proposed zoning to determine potential impacts and what improvements may be needed to mitigate. Caltrans request future project proposal(s) be submitted to our office for review.

3. Caltrans recommends the project proponent(s) implement "smart growth" principles regarding parking solutions or providing alternative transportation choices to future employees/customers/residents. Alternative transportation choices may include but are not limited to parking for carpools/vanpools, carshare and/or ride-share programs.

4. Furthermore, Caltrans recommends the Project implement multimodal strategies, such as those that originate from Transit-oriented development (TOD). According to Office of Planning and Research (OPR) General Plan Guidelines, "TOD is a strategy may help a community achieve its general plan goals related to circulation, housing, environmental quality, and economic development. Additionally, by improving access to jobs and housing and revitalizing existing neighborhoods, TOD can be a tool for promoting environmental justice".

5. Overall, Active Transportation Plans, TOD, and/or Smart Growth efforts support the state's 2050 Climate goals. Caltrans supports reducing VMT and GHG emissions in ways that increase the likelihood people will use and benefit from a multimodal transportation network.

6. As a point of information, the SR 99/Avenue 16 interchange doesn't meet the current one-mile interchange spacing distance requirement between Avenue 16 and Cleveland Avenue interchanges (Caltrans Highway Design Manual (HDM) 501.3). The Avenue 16 interchange configuration doesn't meet the current Caltrans HDM standard. A Caltrans project study report to relocate the ramps at Avenue 16 to Ellis Street overcrossing (OC) was prepared in 2003-2004, however it was not approved. The SR 99/Avenue 16 interchange would need to be removed and the Ellis Street OC would need to be reconstructed to include ramp terminus in the future.

If you have any other questions, please call or email Edgar Hernandez at (559) 981-7436 or edgar.hernandez@dot.ca.gov.

Sincerely,

David Padilla, Branch Chief
Transportation Planning – North

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

HEALTHY AIR LIVING

December 19, 2022

Gary Conte
City of Madera
Planning Department
205 W. 4th St.
Madera, CA 93637

Project: Notice of Intent to Adopt a Negative Declaration for The Arc Fresno/Madera Counties

District CEQA Reference No: 20221558

Dear Mr. Conte:

The San Joaquin Valley Air Pollution Control District (District) has reviewed the Negative Declaration (ND) from the City of Madera (City) for the Arc Fresno/Madera Counties development project. Per the ND, the project consists of the development of "The Arc" Intellectual and Developmental Disability Center equating to 8,170 sq. ft. (Development) and the annexation of approximately 242 acres, a General Plan amendment, a Conditional Use Permit, and a Site Plan Review (Project). The Development is located within the proposed 242 acres to be annexed on the West side of Rd. 26 North of Ellis St. in Madera County.

The District offers the following comments regarding the Project:

1) Project Related Emissions

The Annexation will not have an impact on air quality. However, if approved, future development projects will contribute to the overall decline in air quality due to construction activities, increased traffic, and ongoing operational emissions.

Based on information provided to the District, the specific annual criteria pollutant emissions from construction and operation from the Development are not expected to exceed any of the significance thresholds as identified in the District's Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI): https://www.valleyair.org/transportation/GAMAQI.pdf.

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

www.valleyair.org www.healthyairliving.com

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1a) Construction Emissions

The District recommends, to reduce impacts from construction-related diesel exhaust emissions, the Development should utilize the cleanest available off-road construction equipment, including the latest tier equipment.

2) Health Risk Screening/Assessment

The City should evaluate the risk associated with future development projects for sensitive receptors (residences, businesses, hospitals, day-care facilities, health care facilities, etc.) in the area and mitigate any potentially significant risk to help limit exposure of sensitive receptors to emissions.

To determine potential health impacts on surrounding receptors (residences, businesses, hospitals, day-care facilities, health care facilities, etc.) a Prioritization and/or a Health Risk Assessment (HRA) should be performed for future development projects. These health risk determinations should quantify and characterize potential Toxic Air Contaminants (TACs) identified by the Office of Environmental Health Hazard Assessment/California Air Resources Board (OEHHA/CARB) that pose a present or potential hazard to human health.

Health risk analyses should include all potential air emissions from the project, which include emissions from construction of the project, including multi-year construction, as well as ongoing operational activities of the project. Note, two common sources of TACs can be attributed to diesel exhaust emitted from heavy-duty off-road earth moving equipment during construction, and from ongoing operation of heavy-duty on-road trucks.

Prioritization (Screening Health Risk Assessment):
A "Prioritization" is the recommended method for a conservative screening-level health risk assessment. The Prioritization should be performed using the California Air Pollution Control Officers Association's (CAPCOA) methodology.

The District recommends that a more refined analysis, in the form of an HRA, be performed for any project resulting in a Prioritization score of 10 or greater. This is because the prioritization results are a conservative health risk representation, while the detailed HRA provides a more accurate health risk evaluation.

To assist land use agencies and project proponents with Prioritization analyses, the District has created a prioritization calculator based on the aforementioned CAPCOA guidelines, which can be found here:
http://www.valleyair.org/busind/pto/emission_factors/Criteria/Toxics/Utilities/PRIORITIZATION-CALCULATOR.xls
Health Risk Assessment:
Prior to performing an HRA, it is strongly recommended that land use agencies/

project proponents develop and submit for District review a health risk modeling protocol that outlines the sources and methodologies that will be used to perform the HRA. This step will ensure all components are addressed when performing the HRA.

A development project would be considered to have a potentially significant health risk if the HRA demonstrates that the project-related health impacts would exceed the District's significance threshold of 20 in a million for carcinogenic risk, or 1.0 for either the Acute or Chronic Hazard Indices.

A project with a significant health risk would trigger all feasible mitigation measures. The District strongly recommends that development projects that result in a significant health risk not be approved by the land use agency.

The District is available to review HRA protocols and analyses. For HRA submittals please provide the following information electronically to the District for review:

- HRA (AERMOD) modeling files
- HARP2 files
- Summary of emissions source locations, emissions rates, and emission factor calculations and methodologies.

For assistance, please contact the District's Technical Services Department by:

- E-Mailing inquiries to: hramodeler@valleyair.org
- Calling (559) 230-5900

Recommended Measure: Development projects resulting in TAC emissions should be located an adequate distance from residential areas and other sensitive receptors in accordance to CARB's Air Quality and Land Use Handbook: A Community Health Perspective located at https://ww3.arb.ca.gov/ch/handbook.pdf.

3) Vegetative Barriers and Urban Greening

For future development projects, the District suggests the City consider incorporating vegetative barriers and urban greening as a measure to further reduce air pollution exposure on sensitive receptors (e.g., residences, schools, healthcare facilities).

The District suggests the City consider the feasibility of incorporating vegetative barriers and urban greening as a measure to further reduce air pollution exposure on sensitive receptors (e.g.: residential units and students).
While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, vegetative barriers have been shown to be an additional measure to potentially reduce a population's exposure to air

pollution through the interception of airborne particles and the update of gaseous pollutants. Examples of vegetative barriers include, but are not limited to the following: trees, bushes, shrubs, or a mix of these. Generally, a higher and thicker vegetative barrier with full coverage will result in greater reductions in downwind pollutant concentrations. In the same manner, urban greening is also a way to help improve air quality and public health in addition to enhancing the overall beautification of a community with drought tolerant, low-maintenance greenery.

4) Clean Lawn and Garden Equipment in the Community

Since the Development consists of commercial development, gas-powered commercial lawn and garden equipment have the potential to result in an increase of NOx and PM2.5 emissions. Utilizing electric lawn care equipment can provide residents with immediate economic, environmental, and health benefits. The District recommends the Project proponent consider the District's Clean Green Yard Machines (CGYM) program which provides incentive funding for replacement of existing gas powered lawn and garden equipment. More information on the District CGYM program and funding can be found at:
http://www.valleyair.org/grants/cgym.htm
and http://valleyair.org/grants/cgym-commercial.htm.

5) On-Site Solar Deployment

It is the policy of the State of California that renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers by December 31, 2045. While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, the production of solar energy is contributing to improving air quality and public health. The District suggests that the City consider incorporating solar power systems as an emission reduction strategy for the Development and future development projects.

6) Electric Vehicle Chargers

To support and accelerate the installation of electric vehicle charging equipment and development of required infrastructure, the District offers incentives to public agencies, businesses, and property owners of multi-unit dwellings to install electric charging infrastructure (Level 2 and 3 chargers). The purpose of the District's Charge Up! Incentive program is to promote clean air alternative-fuel technologies and the use of low or zero-emission vehicles.

The District recommends that the City and project proponents install electric vehicle chargers at project sites, and at strategic locations.

Please visit www.valleyair.org/grants/chargeup.htm for more information.

7) District Rules and Regulations

The District issues permits for many types of air pollution sources, and regulates some activities that do not require permits. A project subject to District rules and regulations would reduce its impacts on air quality through compliance with the District's regulatory framework. In general, a regulation is a collection of individual rules, each of which deals with a specific topic. As an example, Regulation II (Permits) includes District Rule 2010 (Permits Required), Rule 2201 (New and Modified Stationary Source Review), Rule 2520 (Federally Mandated Operating Permits), and several other rules pertaining to District permitting requirements and processes.

The list of rules below is neither exhaustive nor exclusive. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm. To identify other District rules or regulations that apply to future projects, or to obtain information about District permit requirements, the project proponents are strongly encouraged to contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

7a) District Rules 2010 and 2201 - Air Quality Permitting for Stationary Sources

Stationary Source emissions include any building, structure, facility, or installation which emits or may emit any affected pollutant directly or as a fugitive emission. District Rule 2010 (Permits Required) requires operators of emission sources to obtain an Authority to Construct (ATC) and Permit to Operate (PTO) from the District. District Rule 2201 (New and Modified Stationary Source Review) requires that new and modified stationary sources of emissions mitigate their emissions using Best Available Control Technology (BACT).

This Development may be subject to District Rule 2010 (Permits Required) and Rule 2201 (New and Modified Stationary Source Review) and may require District permits. Prior to construction, the Project proponent should submit to the District an application for an ATC. For further information or assistance, the project proponent may contact the District's SBA Office at (559) 230-5888.

7b) District Rule 9410 (Employer Based Trip Reduction)

Future development projects may be subject to District Rule 9410 (Employer Based Trip Reduction) if the project would result in employment of 100 or more "eligible" employees. District Rule 9410 requires employers with 100 or more "eligible" employees at a worksite to establish an Employer Trip Reduction Implementation Plan (eTRIP) that encourages employees to reduce single-occupancy vehicle trips, thus reducing pollutant emissions associated with work commutes.

Under an eTRIP plan, employers have the flexibility to select the options that work best for their worksites and their employees.

Information about District Rule 9410 can be found online at: www.valleyair.org/tripreduction.htm.

For additional information, you can contact the District by phone at 559-230-6000 or by e-mail at etrip@valleyair.org

7c) District Rule 9510 - Indirect Source Review (ISR)

The District has reviewed the information provided and has determined the project size is below the District Rule 9510, section 2.1 applicability threshold of 9,000 sq. ft. for an educational development. Therefore, District Rule 9510 requirements and related fees do not apply to the project.

7d) District Rule 4601 (Architectural Coatings)

The Development may be subject to District Rule 4601 since it may utilize architectural coatings. Architectural coatings are paints, varnishes, sealers, or stains that are applied to structures, portable buildings, pavements or curbs. The purpose of this rule is to limit VOC emissions from architectural coatings. In addition, this rule specifies architectural coatings storage, cleanup and labeling requirements. Additional information on how to comply with District Rule 4601 requirements can be found online at: http://www.valleyair.org/rules/currntrules/r4601.pdf

7e) District Regulation VIII (Fugitive PM10 Prohibitions)

The Development proponent may be required to submit a Construction Notification Form or submit and receive approval of a Dust Control Plan prior to commencing any earthmoving activities as described in Regulation VIII, specifically Rule 8021 – *Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities*.

Since the Development will result in at least 1-acre in size, the Development proponent shall provide written notification to the District at least 48 hours prior to the Development proponents intent to commence any earthmoving activities pursuant to District Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities). Also, should the Development result in the disturbance of 5-acres or more, or will include moving, depositing, or relocating more than 2,500 cubic yards per day of bulk materials, the Development proponent shall submit to the District a Dust Control Plan pursuant to District Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities). For additional information

regarding the written notification or Dust Control Plan requirements, please contact District Compliance staff at (559) 230-5950.

The application for both the Construction Notification and Dust Control Plan can be found online at:
https://www.valleyair.org/busind/comply/PM10/forms/DCP-Form.docx

Information about District Regulation VIII can be found online at:
http://www.valleyair.org/busind/comply/pm10/compliance_pm10.htm

7f) Other District Rules and Regulations

The Development or future development projects may also be subject to the following District rules: Rule 4102 (Nuisance) and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations).

8) Future Projects / Land Use Agency Referral Documents

Future development projects may require an environmental review and air emissions mitigation. A project's referral documents and environmental review documents provided to the District for review should include a project summary, the land use designation, project size, air emissions quantifications and impacts, and proximity to sensitive receptors and existing emission sources, and air emissions mitigation measures. For reference and guidance, more information can be found in the District's Guidance for Assessing and Mitigating Air Quality Impacts at:
https://www.valleyair.org/transportation/GAMAQI.pdf

9) District Comment Letter

The District recommends that a copy of the District's comments be provided to the Project proponent.

If you have any questions or require further information, please contact Jacob Torrez by e-mail at Jacob.Torrez@valleyair.org or by phone at (559) 230-6558.

Sincerely,

Brian Clements
Director of Permit Services



For: Mark Montelongo
Program Manager

ATTACHMENT 7

Planning Commission Resolution No. 1941

RESOLUTION NO. 1941

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA APPROVE ENV 2022-03 (NEGATIVE DECLARATION), GPA 2022-03, AND REZ 2022-02 (PREZONING APPROXIMATELY 242 ACRES IDENTIFIED AS THE ARC ANNEXATION AREA) FOR THE "THE ARC FRESNO/MADERA COUNTIES" PROJECT

WHEREAS, approval of The Arc Fresno/Madera Counties Project CUP 2022-07 and SPR 2022-12 requires the approval of GPA 2022-03, REZ 2022-02 and annexation of approximately 242 acres (ANX 2022-03); and

WHEREAS, State law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera (City) has adopted a Comprehensive General Plan Update and associated Environmental Impact Report, and the City is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, a proposal has been made requesting amendments to the Madera General Plan, as shown in Exhibit "A"; and

WHEREAS, the requested General Plan amendment (GPA 2022-03) consists of amendments to the General Plan Land Use Plan. The amendment would amend the land use designation of Madera County Assessor's Parcel (APN) 038-060-018 MD (Medium Density Residential) to HD (High Density Residential) and a portion of APN 038-010-026 from OS (Open Space) to P&SP (Other Public & Semi-Public Uses); and

WHEREAS, annexation requires the prezoning of all parcels subject to annexation; and

WHEREAS, the proposed REZ 2022-02 proposes to prezone the properties within the boundaries of ANX 2022-03 presently within the County of Madera in accordance to their General Plan Land Use designation pursuant to GPA 2022-03 as shown in Exhibit "B"; and

WHEREAS, the proposed General Plan amendment (GPA 2022-03) and the proposed prezoning (REZ 2022-02) will provide the required consistency between the General Plan Zoning Ordinance; and

WHEREAS, the proposed General Plan amendment and prezoning are compatible with the neighborhood and are not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, an Initial Study/Negative Declaration (IS/ND) has been prepared, circulated, and made available for public comment pursuant to the California Environmental Quality Act (CEQA), Public Resources Code, sections 21000, et seq., the Guidelines for implementation of CEQA, Title 14 California Code of Regulations, Chapter 3, Section 15000, et seq., and the Madera Municipal Code for The Arc

Fresno/Madera Counties Project, and for these related General Plan amendment and prezone requests; and

WHEREAS, the Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and

WHEREAS, under the City's Municipal Code and State Planning and Zoning Law, the Planning Commission (Commission) is authorized to review and make recommendations to the City Council (Council) for General Plan amendments and prezones on behalf of the City; and

WHEREAS, the City provided notice of the Commission hearing as required by law; and

WHEREAS, the Commission received and independently reviewed and considered the information contained in the IS/ND and adopted the IS/ND under a separate resolution pursuant to CEQA, and reviewed GPA 2022-03 and REZ 2022-02 at a duly noticed meeting on February 21, 2023; and

WHEREAS, at the February 21, 2023, Commission hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, after due consideration of all the items before it, the Commission now desires to adopt this Resolution recommending to the Council to adopt GPA 2022-03 and REZ 2022-02; and

NOW, THEREFORE BE IT RESOLVED, by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: The Commission finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental analysis necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the Commission finds there is no substantial evidence in the record that this project may have a significant direct, indirect or cumulative effect pon the environment, and that a Negative Declaration is appropriate for this project. The Commission further finds the Initial Study and Negative Declaration were timely and properly published and notices as required by CEQA. As such, the Commission recommends the Council adopt a Negative Declaration for the project by approving ENV 2022-03.

3. General Plan Findings: The Commission finds that GPA 2022-03 is consistent with the General Plan goals, policies and objectives and does not adversely affect the implementation of the General Plan with respect to surrounding properties. The Commission further recommends that the Council find that GPA 2022-03 is consistent with the General Plan goals, policies and objectives, and does not adversely affect the implementation of the General Plan with respect to surrounding properties. The project is consistent with General Plan Policy SUS-13, which states that "the City shall support the location and continued operation of local businesses that supply goods and services needed in Madera". The proposed amendment essentially consists of minor updates to the General Plan Land Use Plan while providing the Arc a location to expand their operations within the City.

4. Prezoning Findings: The Commission finds that REZ 2022-02 is consistent with the General Plan goals, policies and objectives and with the General Plan Land Use Plan as amended. The Commission further recommends that the Council find that REZ 2022-02 is consistent with the General Plan goals, policies and objectives and with the General Plan Land Use Plan as amended. The project is consistent with General Plan Policy LU-32, which states "zoning shall be consistent with General Plan land use designations". Prezoning proposed as a part of the project would be done in accordance with the existing or proposed land use designation for each parcel within the proposed annexation area.

5. Recommendation for Approval of GPA 2022-03: Based on the evidence in the record, the Commission recommends the Council approve GPA 2022-03 amending the General Plan land use designation of APN 038-060-018 from MD (Medium Density Residential) to HD (High Density Residential) and the southern portion of APN 038-010-26 from OS (Open Space) to P&SP (Other Public & Semi-Public Uses) as shown in Exhibit "A."

6. Recommendation for Approval of REZ 2022-02: Based on evidence in the record, the Commission recommends the Council approve REZ 2022-02 with GPA 2022-03, prezoning the properties within the boundaries of ANX 2022-03 presently within the County of Madera in accordance to their General Plan Land Use designation pursuant to GPA 2022-03 as shown in Exhibit "B."

7. Effective Date: This Resolution shall become effective immediately. The Secretary of the Commission shall certify to the adoption of the Resolution and shall transmit copies of the same to the Council of the City of Madera.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 21st day of February 2023, by the following vote:

AYES: Commissioner's Rohi Zacharia, Balwinder Singh, Saim Mohammad, Jose Eduardo Chavez, Bobby Sheikh, Vice Chairperson Ramon Lopez, Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

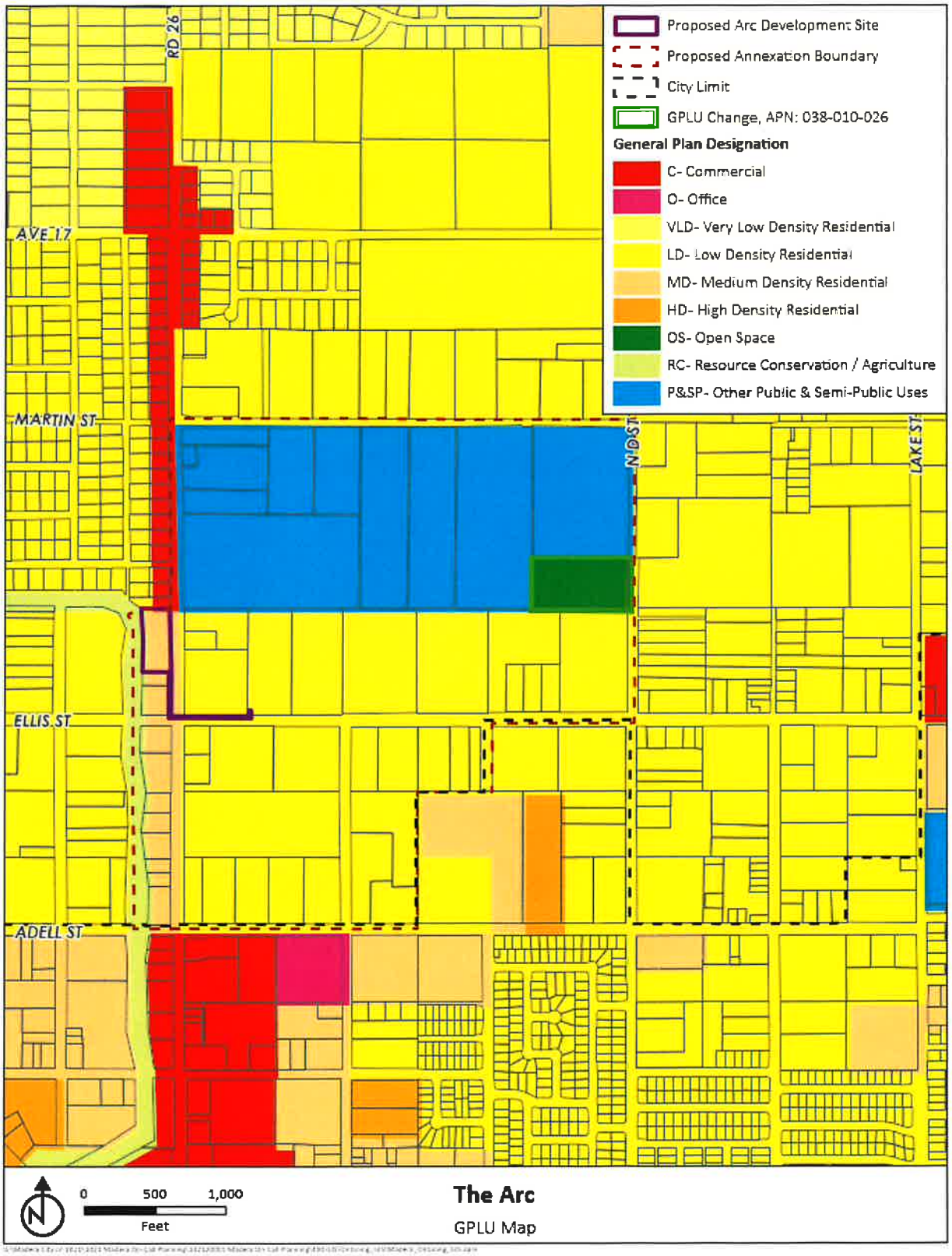
Attest:

Gary Conte, AICP
Planning Manager

Exhibit "A" – General Plan Amendment (GPA 2022-03)
Exhibit "B" – Prezone (REZ 2022-02)

Exhibit "A" General Plan Amendment (GPA 2022-03)

Existing General Plan Land Use



Proposed General Plan Land Use

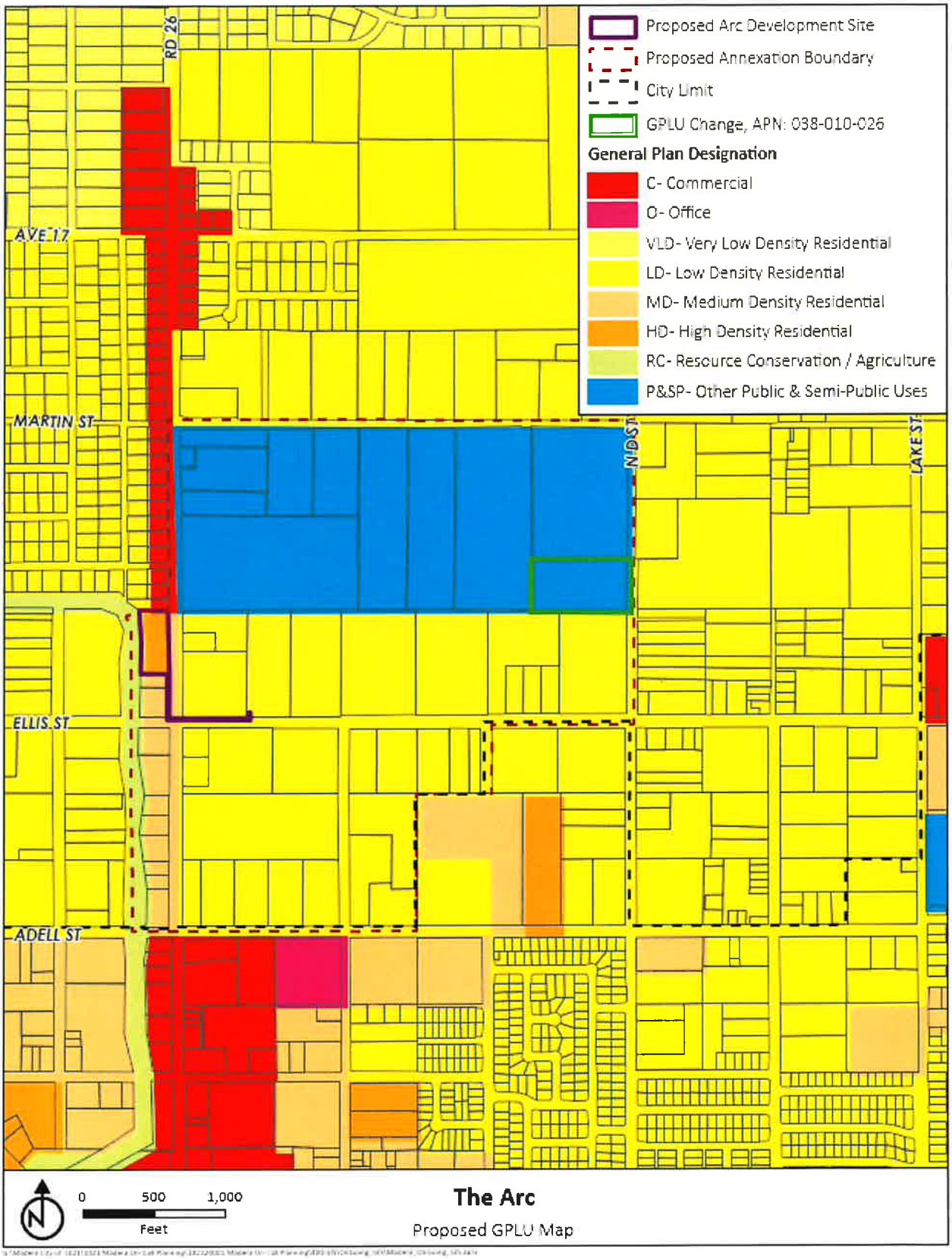
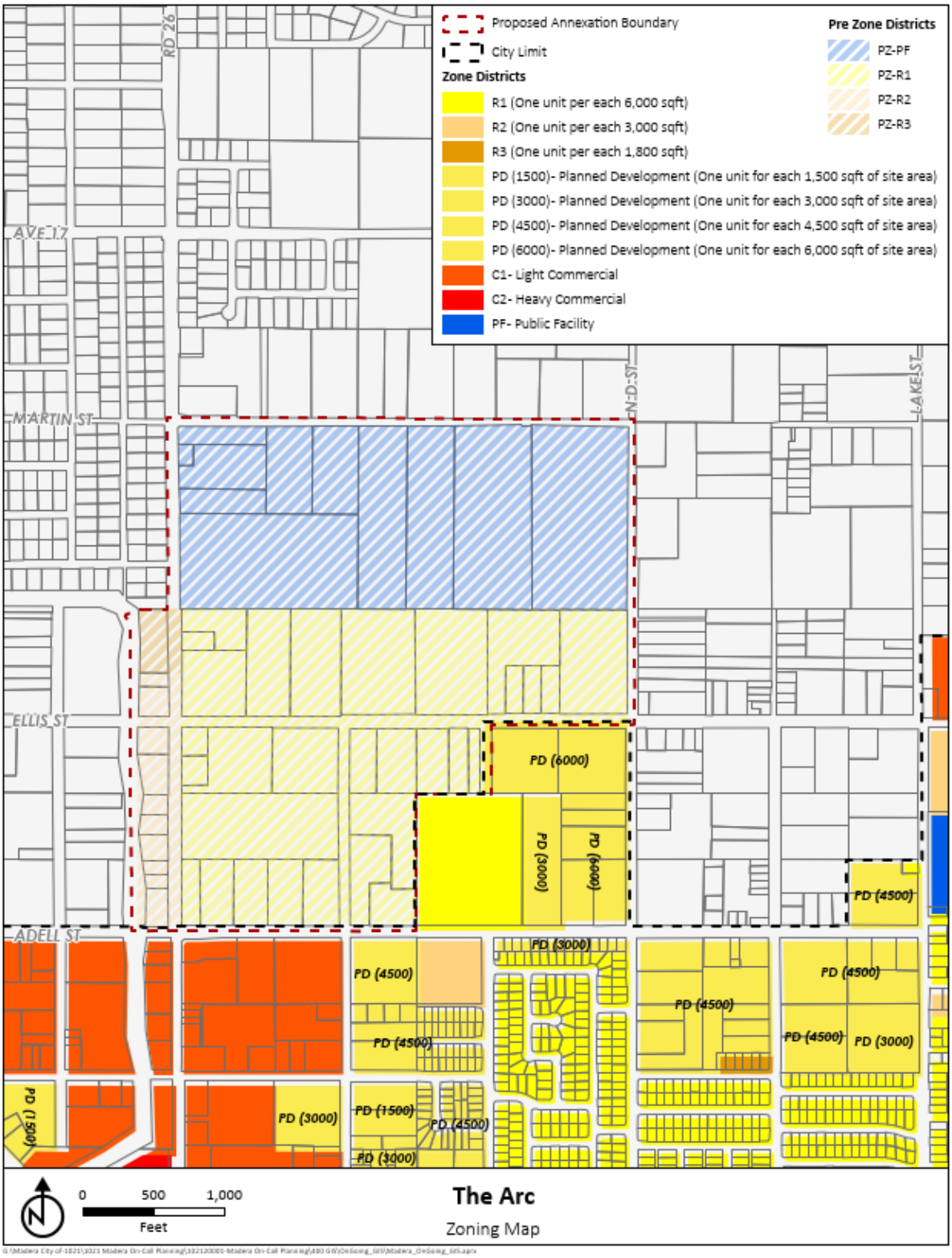


Exhibit “B” Proposed Prezoning (REZ 2022-02)



ATTACHMENT 8

Planning Commission Resolution No. 1940

RESOLUTION NO. 1940

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA INITIATE ANNEXATION THE ARC FRESNO/MADERA COUNTIES PROJECT AREA (ANX 2022-03)

WHEREAS, the City of Madera (City) desires to initiate proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code; and

WHEREAS, Government Code Section 56654 provides that "[a] proposal for a change of organization or a reorganization may be made by the adoption of a resolution of application by the legislative body of an affected local agency...[;]" and

WHEREAS, the specific changes of organization requested consist of annexation to the City and detachment from the County of Madera of the area known as The ARC Fresno/Madera Counties Project Annexation ("Arc Annexation"); and

WHEREAS, a map of the boundaries of the territory is set forth in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the Arc Annexation area is within the Sphere of Influence (SOI) and the Urban Growth Boundary of the City of Madera; and

WHEREAS, the Arc Annexation area is contains approximately 242 acres and contains approximately 52 existing parcels; and

WHEREAS, the Arc Annexation area is generally bound by Martin Street on the north, North D Street on the east, south to Ellis Street and a portion further south to Adell Street, and west by the United States Bureau of Reclamation canal and Road 26; and

WHEREAS, the City does not propose any specific term and conditions for the proposed reorganization; and

WHEREAS, the reasons for this proposed annexation is to allow for the implementation of the City of Madera 2025 General Plan (Madera General Plan) adopted October 7, 2009, which was a comprehensive update to the City's then existing General Plan, as further implemented by The Arc Fresno/Madera Counties Project; and

WHEREAS, The Arc Fresno/Madera Counties Project requires approval of General Plan Amendment (GPA) 2022-03, Prezone (REZ) 2022-02, Use Permit (CUP) 2022-07, Site Plan Review (SPR) 2022-12, and Annexation (ANX) 2022-03; and

WHEREAS, an Initial Study/Negative Declaration (IS/ND) has been prepared, circulated, and made available for public comment pursuant to the California Environmental Quality Act (CEQA), Public Resources Code, sections 21000, et seq., the Guidelines for implementation of CEQA, Title 14 California Code of Regulations, Chapter 3, Section 15000, et seq., and the Madera Municipal Code for the Arc Fresno/Madera Counties Project and this related annexation; and

WHEREAS, the Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and

WHEREAS, under the City's Municipal Code and State Planning and Zoning Law, the Planning Commission (Commission) is authorized to review and make recommendations to the City Council (Council) for annexations on behalf of the City; and

WHEREAS, the City provided notice of the Commission hearing as required by law; and

WHEREAS, the Commission received and independently reviewed and considered the information contained in the IS/ND and adopted the IS/ND under a separate resolution pursuant to CEQA, and reviewed ANX 2022-03 at a duly noticed meeting on February 21, 2023; and

WHEREAS, at the February 21, 2023, Commission hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, after due consideration of all the items before it, the Commission now desires to adopt this Resolution recommending to the Council initiate annexation of the Arc Annexation.

NOW, THEREFORE BE IT RESOLVED, by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: That the IS/ND for the project is adequate and has been completed in compliance with the California Environmental Quality Act and the State CEQA Guidelines.

3. General Plan Consistency: The Commission finds that the annexation is consistent with the goals, objectives, and policies of the Madera General Plan, as amended by GPA 2022-03. The project is consistent with General Plan Policy LU-13, which states "The City shall support annexation of property to its boundaries for the purpose of new development only when it determines that the following conditions exist:

- Sufficient public infrastructure, facilities, and services are available or will be provided in conjunction with new development; and

- Demands on public infrastructure, facilities and services created by the new development will not result in reductions in capacity that is necessary to serve the existing city limits (including demand created by potential infill development), reductions in existing service levels within the city limits, or the creation of detrimental fiscal impacts on the city"

The appropriate findings have been made and as a result, the project would be consistent with the City's General Plan.

4. Recommendation for Approval: Based on evidence in the record, the Commission recommends to the Council to initiate annexation for the entire Arc Annexation area that is not within the City limits, by adopting a resolution of application requesting the Local Agency Formation Commission of Madera County to initiate proceedings for the change of organization of territory as described in Exhibit

"A", in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

5. Effective Date: This Resolution shall become effective immediately. The Secretary of the Commission shall certify to the adoption of the Resolution and shall transmit copies of the same to the Council of the City of Madera.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 21st day of February 2023, by the following vote:

AYES: Commissioner's Rohi Zacharia, Balwinder Singh, Saim Mohammad, Jose Eduardo Chavez, Bobby Sheikh, Vice Chairperson Ramon Lopez, Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: None

ABSENT: None

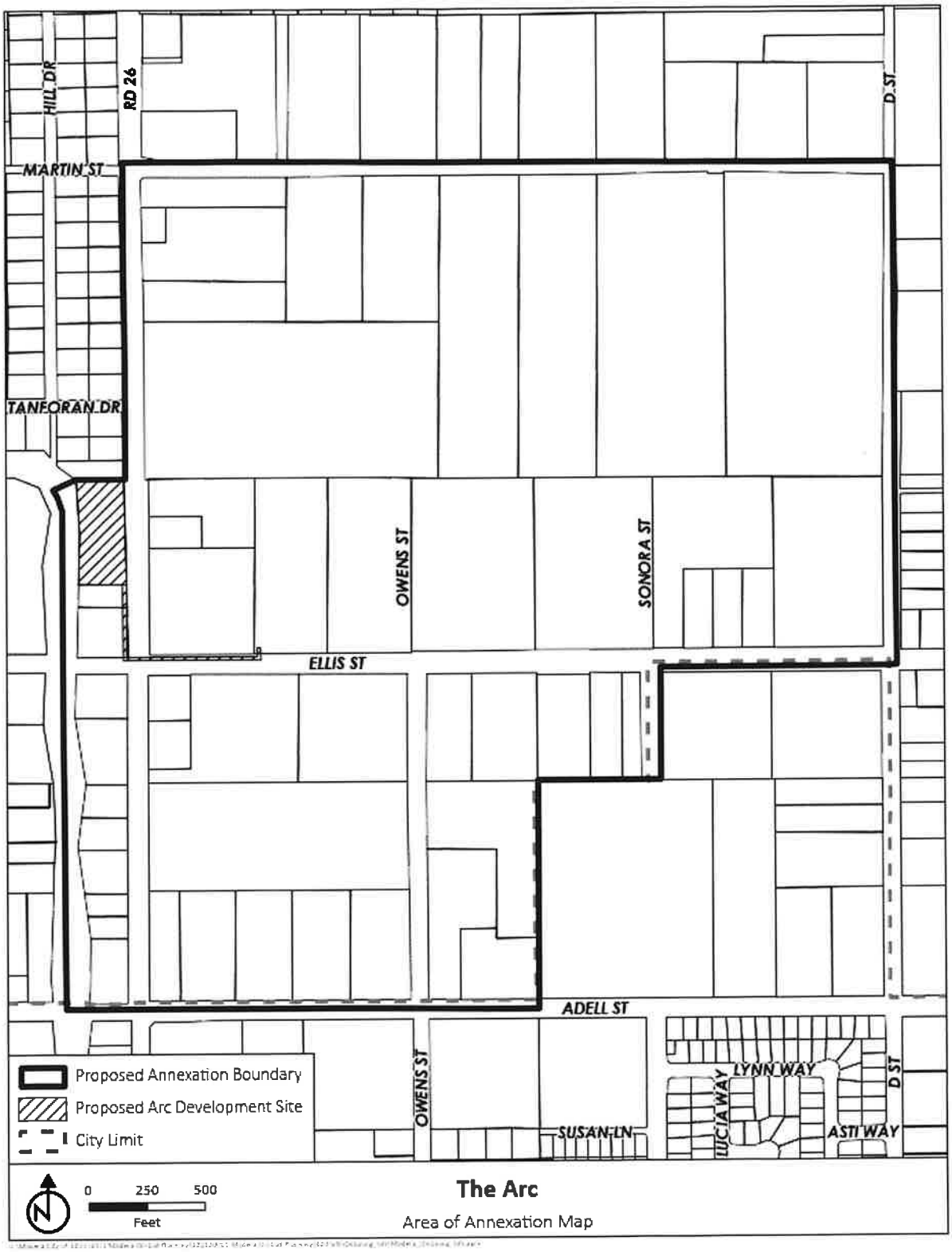
Robert Gran Jr.
Planning Commission Chairperson

Attest:

Gary Conte, AICP
Planning Manager

Exhibit "A" – Annexation Area (ANX 2022-03)

Exhibit "A" Annexation (ANX 2022-03)



ATTACHMENT 9

City Council Resolution
(ENV 2022-03 and GPA 2022-03)

Including:
Exhibit “A”: General Plan Land Use Map Amendments
(Existing and Amended)

RESOLUTION NO. 23-38

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING ENV 2022-03 (NEGATIVE DECLARATION) AND APPROVING GPA 2022-03 FOR THE ARC FRESNO/MADERA COUNTIES PROJECT

WHEREAS, State law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera (City) has adopted a Comprehensive General Plan Update and associated Environmental Impact Report, and the City is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, The Arc Fresno/Madera Counties has submitted an application for a General Plan Amendment (GPA 2022-03), Prezone (REZ 2022-02), Annexation (ANX 2022-03), Use Permit (CUP 2022-07) Site Plan Review (SPR 2022-01) and associated environmental review (ENV 2022-03) for approximately 242 acres for the purpose of constructing and operating a new Intellectual and Development Disability Center ("Project"); and

WHEREAS, the requested General Plan Amendment (GPA 2022-03) consists of amendments to the General Plan Land Use Plan. The amendment would amend the land use designation of Madera County Assessor's Parcel (APN) 038-060-018 from MD (Medium Density Residential) to HD (High Density Residential) and approximately 5 acres of APN 038-010-026 from OS (Open Space) to P&SP (Other Public & Semi-Public Uses) as further shown in Exhibit "A"; and

WHEREAS, GPA 2022-03 is being considered in conjunction with Prezone 2022-02 (REZ 2022-02) to provide the required consistency between the General Plan and the Zoning Ordinance; and

WHEREAS, the proposed General Plan amendment and prezoning are compatible with the neighborhood and are not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the City of Madera, acting as the Lead Agency prepared an Initial Study/Negative Declaration (IS/ND) (ENV 2022-03) pursuant to the California Environmental Quality Act (CEQA), Public Resources Code, sections 21000, et seq., the Guidelines for implementation of CEQA, Title 14 California Code of Regulations, Chapter 3, Section 15000, et seq., and the Madera Municipal Code for the Project, including all entitlement proposed for the Project; and

WHEREAS, the IS/ND and , related Project entitlements were distributed for public review and comment to various local, state and federal agencies, and groups, and public notice of this public hearing was given by mail and published notice, in accordance with applicable State and Municipal Codes and standard practices; and

WHEREAS, the Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and

WHEREAS, under the City's Municipal Code and State Planning and Zoning Law, the City Council (Council) may take action on amendments to the General Plan and prezones on behalf of the City after review and recommendation by the Planning Commission; and

WHEREAS, the City of Madera Planning Commission has reviewed the IS/ND prepared for the project, as well as GPA 2022-03, and adopted Planning Commission Resolution No. 1941 recommending City Council adopt the Negative Declaration, and approve GPA 2022-03; and

WHEREAS, the City provided notice of the Council hearing as required by law; and

WHEREAS, the Council received and independently reviewed and considered the information contained in the IS/ND and GPA 2022-03 at a duly noticed meeting on April 5, 2023; and

WHEREAS, at the April 5, 2023 Council hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Resolution to adopting the IS/ND prepared for the project, as well as GPA 2022-03.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: The Council finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental analysis necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the Council finds there is no substantial evidence in the record that this project may have a significant direct, indirect or cumulative effect on the environment, and that a Negative Declaration is appropriate for this project. The Council further finds the Initial Study and Negative Declaration were timely and properly published and notices as required by CEQA. As such, the Council adopts a Negative Declaration for the Project by approving ENV 2022-03.

3. General Plan Findings: The Council finds that GPA 2022-03 is consistent with the General Plan goals, policies and objectives and does not adversely affect the implementation of the General Plan with respect to surrounding properties. Among others, the project is consistent with General Plan Policy SUS-13, which states that "the City shall support the location and continued operation of local businesses that supply goods and services needed in Madera". The proposed amendment consists of minor updates to the General Plan Land Use Plan while providing The Arc Fresno/Madera Counties a location to expand their operations within the City.

4. Approval of GPA 2022-03: Based on the evidence in the record, the Council approves GPA 2022-03 by amending the General Plan land use designation of APN 038-060-018 from MD (Medium Density Residential) to HD (High Density Residential) and the approximately 5-acre southern portion of APN 038-010-26 from OS (Open Space) to P&SP (Other Public & Semi-Public Uses) as shown in Exhibit "A."

5. Effective Date: This Resolution shall become effective immediately.

* * * * *

Exhibit "A": General Plan Land Use Map Amendments

PASSED AND ADOPTED by the City Council of the City of Madera this 5th day of April 2023 by the following vote:

AYES:	Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, Mejia and Villegas.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	None.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

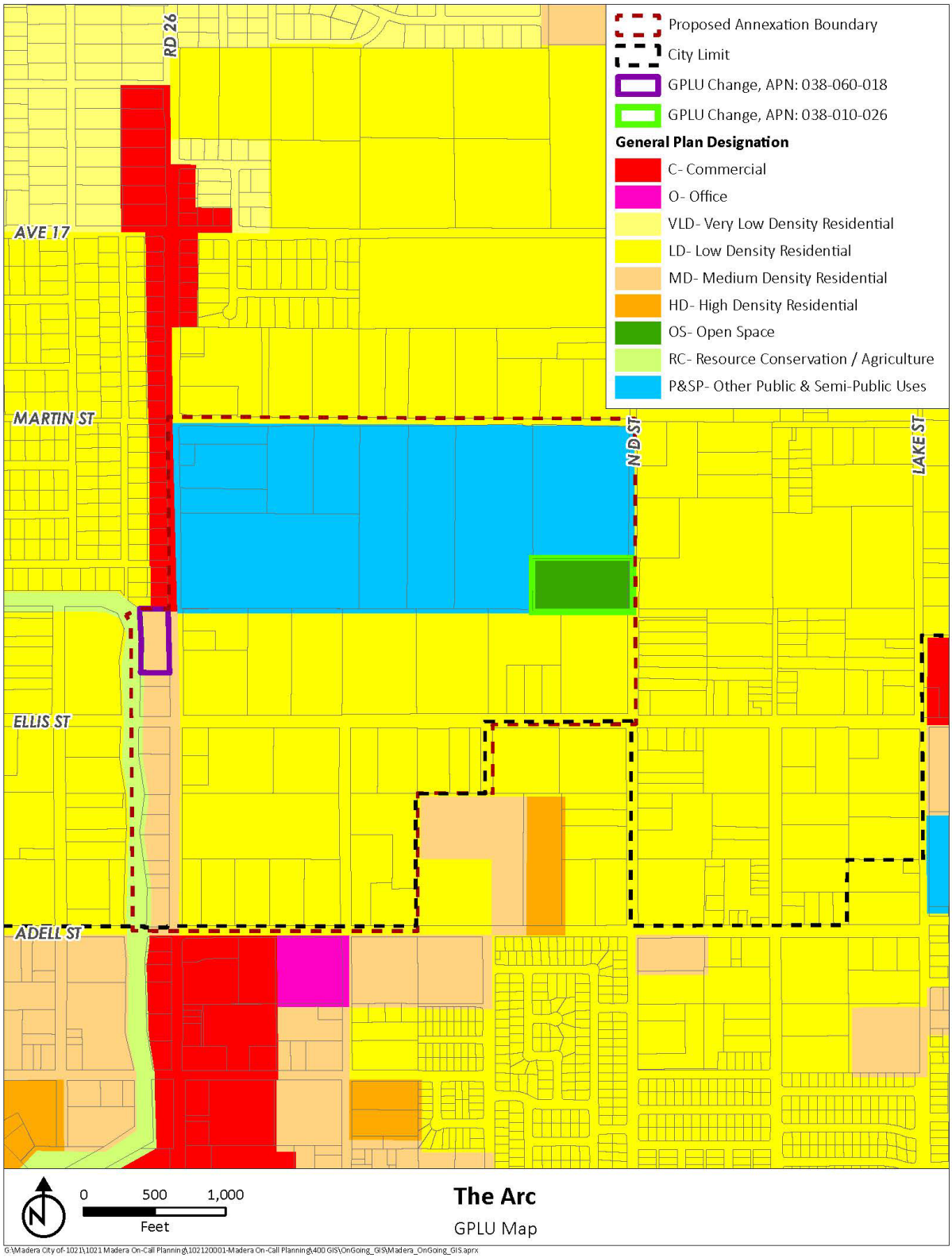
ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

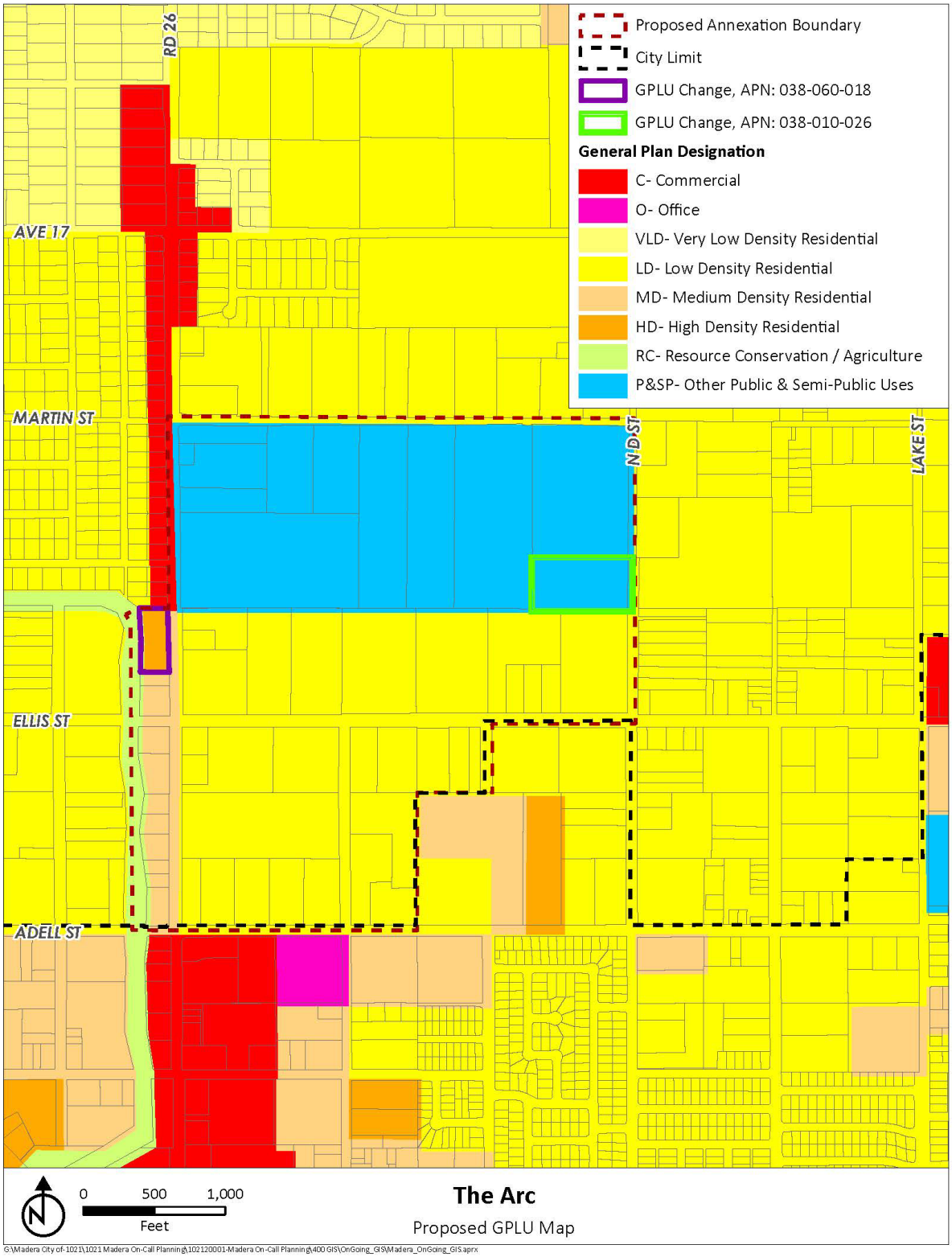
Exhibit “A”

General Plan Amendment (GPA 2022-03)

General Plan Land Use Designations - Existing



General Plan Land Use – Amended/New



ATTACHMENT 10

Ordinance of the City Council (REZ 2022-02)

Including:
Exhibit “A”: Prezone District Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZ 2022-02 AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE THE APPROXIMATELY 242 ACRE "ARC ANNEXATION AREA" BOUNDED BY MARTIN STREET ON THE NORTH, NORTH D STREET ON THE EAST, SOUTH TO ELLIS STREET AND A PORTION FURTHER SOUTH TO ADELL STREET, AND WEST BY THE UNITED STATES BUREAU OF RECLAMATION CANAL AND ROAD 26

WHEREAS, The Arc Fresno/Madera Counties submitted an application for a General Plan Amendment (GPA 2022-03), Prezone (REZ 2022-02), Annexation (ANX 2022-03), Use Permit (CUP 2022-07), Site Plan Review (SPR 2022-01) and associated environmental review (ENV 2022-03) for approximately 242 acres for the purpose of constructing and operating a new Intellectual and Development Disability Center ("Project"); and

WHEREAS, annexation requires the prezoning of all parcels subject to the annexation; and

WHEREAS, the requested REZ 2022-02 proposes to prezone the properties within the boundaries of ANX 2022-03 presently within the County of Madera in accordance to their General Plan Land Use designation pursuant to GPA 2022-03 as shown in Exhibit "A" attached hereto ("Arc Annexation Area"); and

WHEREAS, an Initial Study/Negative Declaration (IS/ND) (ENV 2022-03) was previously adopted by the City Council for the Project pursuant to the California Environmental Quality Act (CEQA), which included REZ 2022-02; and

WHEREAS, the City of Madera Planning Commission has reviewed REZ 2022-02, and adopted Planning Commission Resolution No. 1940 recommending City Council adopt the REZ 2022-02; and

WHEREAS, at the April 5, 2023 Council hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council, and the City Council introduced this ordinance to approve REZ 2022-02; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this ordinance and approve REZ 2022-02.

THE CITY COUNCIL OF THE CITY OF MADERA ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

SECTION 2. Based on the testimony presented at its public hearing and all of the evidence in the record, the City Council finds that REZ 2022-02 i) is consistent with the General Plan goals, objectives, and policies, and will provide the required consistency between the General Plan, as amended, and zoning; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience, and general welfare; iii) is necessary to promote public necessity, convenience, general welfare, and good zoning practices; iv) the project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and

protection of public and private improvements; v) City services are either available or can be extended to serve the area; and vi) adoption is in the best interests of the City. REZ 2022-02 shall result in the prezoning of each property within the approximately 242-acre Arc Annexation area according to its General Plan land use designation, including those amended by GPA 2022-03. Such determinations are based on the administrative record including the following:

a) General Plan Consistency. Under REZ 2022-02, approximately 242 acres would be prezoned according to each affected property's General Plan land use designation, including those amended under GPA 2022-03. This would create consistency with between the General Plan land use diagram and the City's official zoning map. As a result, the project is consistent with General Plan Policy LU-32, which states "zoning shall be consistent with the General Plan land use designation". REZ 2022-02 promotes consistency with the General Plan, its land use designations, and its goals and policies.

b) The prezone will promote and protect the public's health, safety, peace, comfort, convenience, and general welfare. As discussed above, REZ 2022-02 would create consistency between the General Plan and zoning. The project would promote the public welfare including providing opportunities for housing development, jobs, convenience of access, aesthetic values, protection of environmental values, protection of public and private improvements, etc.

c) City Services. As discussed in the Initial Study/Negative Declaration, City services are available or can be made available to serve the area. City staff has reviewed and determined that the availability of City services within the Arc Annexation area would not be a roadblock to future development of the area.

SECTION 3. Given that all of the findings can be made, the City Council approves REZ 2022-02 to prezone the Arc Annexation area, an approximately 242-acre area bounded by Martin Street to the north, North D Street to the east, to the south by Ellis Street and a portion further south by Adell Street, and to the west by the United States Bureau of Reclamation Canal and Road 26. The City Council hereby amends the City of Madera Zoning Map as illustrated in Exhibit "A", which is attached and incorporated by reference, and which indicates the segment of the City of Madera Zoning Map to be amended. To the extent not already annexed, territory annexed to the City subject to REZ 2022-02 shall be automatically added to the City's official zone map. Pre-zoning shall be recorded on the official map in the same manner as change of zoning district amendments, but shall be identified by the use of parentheses enclosing the district symbols. Such pre-zoning classification shall become effective zoning of the property at the same time that the annexation becomes effective.

SECTION 4. Based on the testimony and information presented at its public hearing, the City Council finds that the City previously prepared and adopted an Initial Study/Negative Declaration for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. The Initial Study/Negative Declaration identified that several approvals were included within the scope of the project, including a prezone and annexation. Preparation of the environmental analysis necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the City Council finds there is no substantial evidence in the record that this project may have significant direct, indirect, or cumulative effects on the environment, and that a Negative Declaration is appropriate for this project. The City Council further finds the Initial Study/Negative Declaration was timely and properly published and noticed

as required by CEQA. As such, the City Council finds that REZ 2022-02 has been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines Section 15162, and no further action or review is required under CEQA.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall publish this ordinance pursuant to Government Code section 36933.

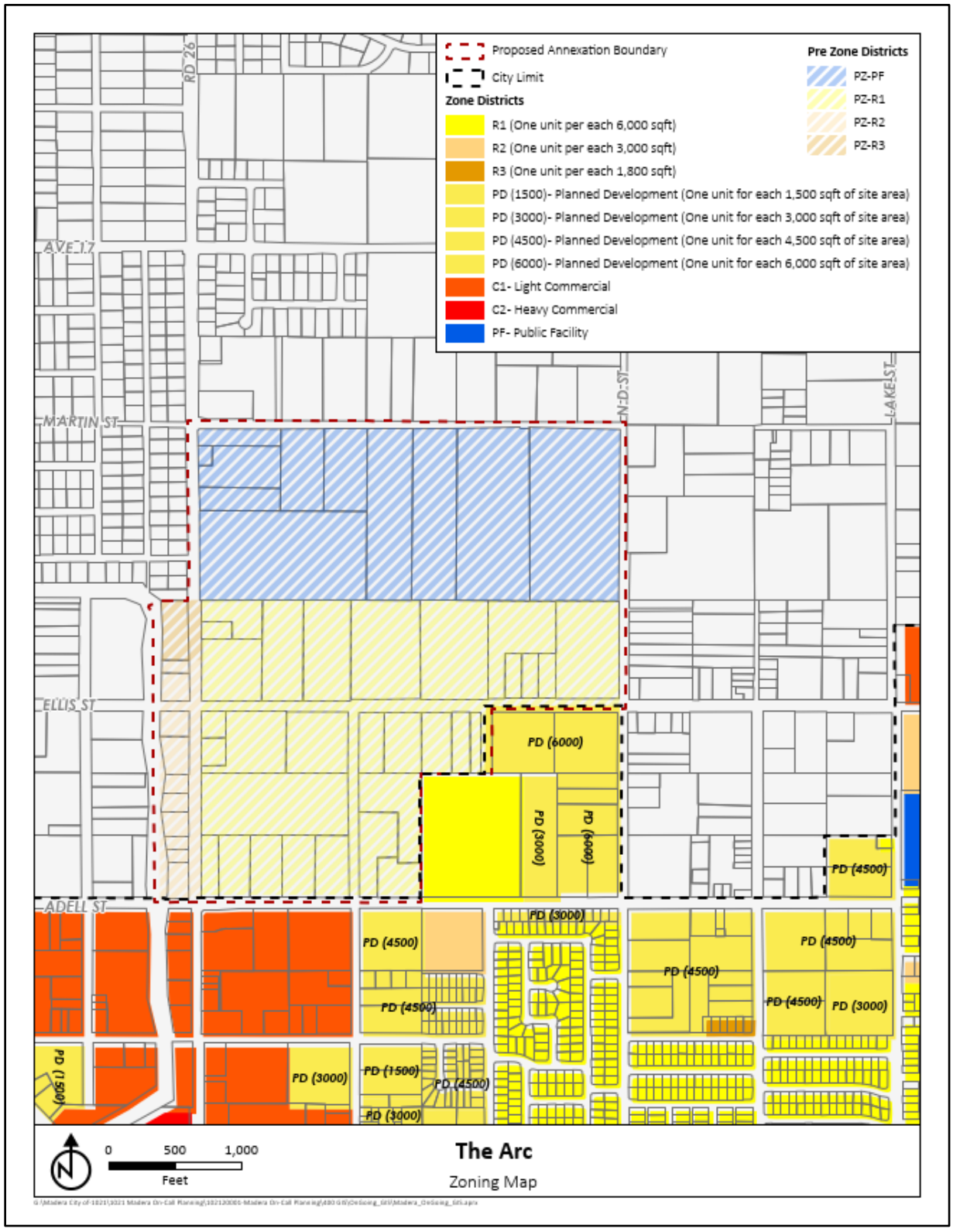
SECTION 7. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

SECTION 8. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

Exhibit "A" – Prezone District Map

Exhibit "A"
Prezone District Map



ATTACHMENT 11

Resolution Initiating Annexation for ANX 2022-03

Including:
Exhibit A – Arc Annexation Area

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA INITIATING ANNEXATION AND REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE CHANGE OF ORGANIZATION FOR THE ARC FRESNO/MADERA COUNTIES PROJECT (ANNEXATION NO. ANX 2022-03)

WHEREAS, the City of Madera desires to initiate proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code; and

WHEREAS, Government Code section 56654 provides that "[a] proposal for a change of organization or a reorganization may be made by the adoption of a resolution of application by the legislative body of an affected local agency . . . [;]" and

WHEREAS, the specific changes of organization requested consists of annexation to the City of Madera and detachment from the County of Madera of the area known as the "Arc Annexation Area;" and

WHEREAS, the Fresno/Madera Counties Project annexation area ("Arc Annexation Area") contains approximately 52 existing parcels containing approximately 242 acres within the City's existing Urban Growth Boundary, and is bounded by Martin Avenue on the north, North D Street on the East, Adell and Ellis Streets on the south, and the existing United States Bureau of Reclamation Canal and Road 26 on the west (see Exhibit "A"); and

WHEREAS, the proposed annexation area is within the Sphere of Influence (SOI) and the Urban Growth Boundary of the City of Madera; and

WHEREAS, the Arc Annexation Area includes no active Williamson Act contracts;

WHEREAS, the City does not propose any specific term and conditions for the proposed reorganization; and

WHEREAS, the City will enter into an agreement with the County of Madera to comply with Revenue and Tax Code section 99 regarding property tax revenue transfer upon annexation, which agreement will include standards for the annexation as may be required by law; and

WHEREAS, the reasons for this proposed annexation is to facilitate annexation of lands to the City of Madera for purposes of facilitating development of a new Intellectual and Development Disability Center (DDC) on the Arc Development Site within the proposed annexation area; and

WHEREAS, approval of Annexation No. ANX 2022-03 would require approval of Pre-Zoning/ Rezoning No. REZ 2022-02; and

WHEREAS, the Planning Commission held a public hearing on February 21, 2023, to consider a recommendation to the City Council regarding annexation of the Arc Annexation Area; and

WHEREAS, after due consideration of all the items before it, the Planning Commission recommended the City Council initiate the annexation of the Specific Plan area; and

WHEREAS, the City Council adopted a resolution adopting the finding of a Negative Declaration (ENV 2022-03) prepared in accordance with the California Environmental Quality Act (CEQA) for the Arc Fresno/Madera Counties Project, including ANX 2022-03; and

WHEREAS, the City Council now desires to initiate annexation by approving Annexation No. ANX 2022-03.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. CEQA. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, the City, as the Lead Agency, has analyzed the proposed project and has prepared an initial study to evaluate the environmental effects of the Project, including the proposed annexation, resulting in a finding of a Negative Declaration (ENV 2022-03). As such, the City Council finds that the annexation and the project entitlements are specifically anticipated and assessed in the Negative Declaration, are consistent with the purpose and intent of the Negative Declaration, and identified annexation as being subject to streamlining under CEQA based on consistency with those documents. The impacts associated with the annexation was previously analyzed in the Negative Declaration. Further, the City Council finds that there is no substantial new evidence in the record that this project may have additional significant impacts that were not analyzed as significant adverse effects in the Negative Declaration. Additionally, there is no substantial new evidence of potentially significant off-site impacts and cumulative impacts that were not discussed in the Negative Declaration, and no potentially significant adverse effects peculiar to the Project. The City Council finds that there are no previously identified significant effects, which as a result of substantial new information which was not known at the time the Negative Declaration was adopted, that have a more severe adverse impact than assessed in the Negative Declaration. Furthermore, no mitigation measures or alternatives previously determined to be infeasible are now feasible. Finally, no new mitigation measures or alternatives that would substantially reduce one or more significant effect on the environment have been identified. Based upon these findings, the City Council determine that no further environmental documentation is required for this project.

3. General Plan Consistency. The City Council finds that the annexation is consistent with the goals, objectives, and policies of the Madera General Plan, as amended by GPA No. GPA 2022-03.

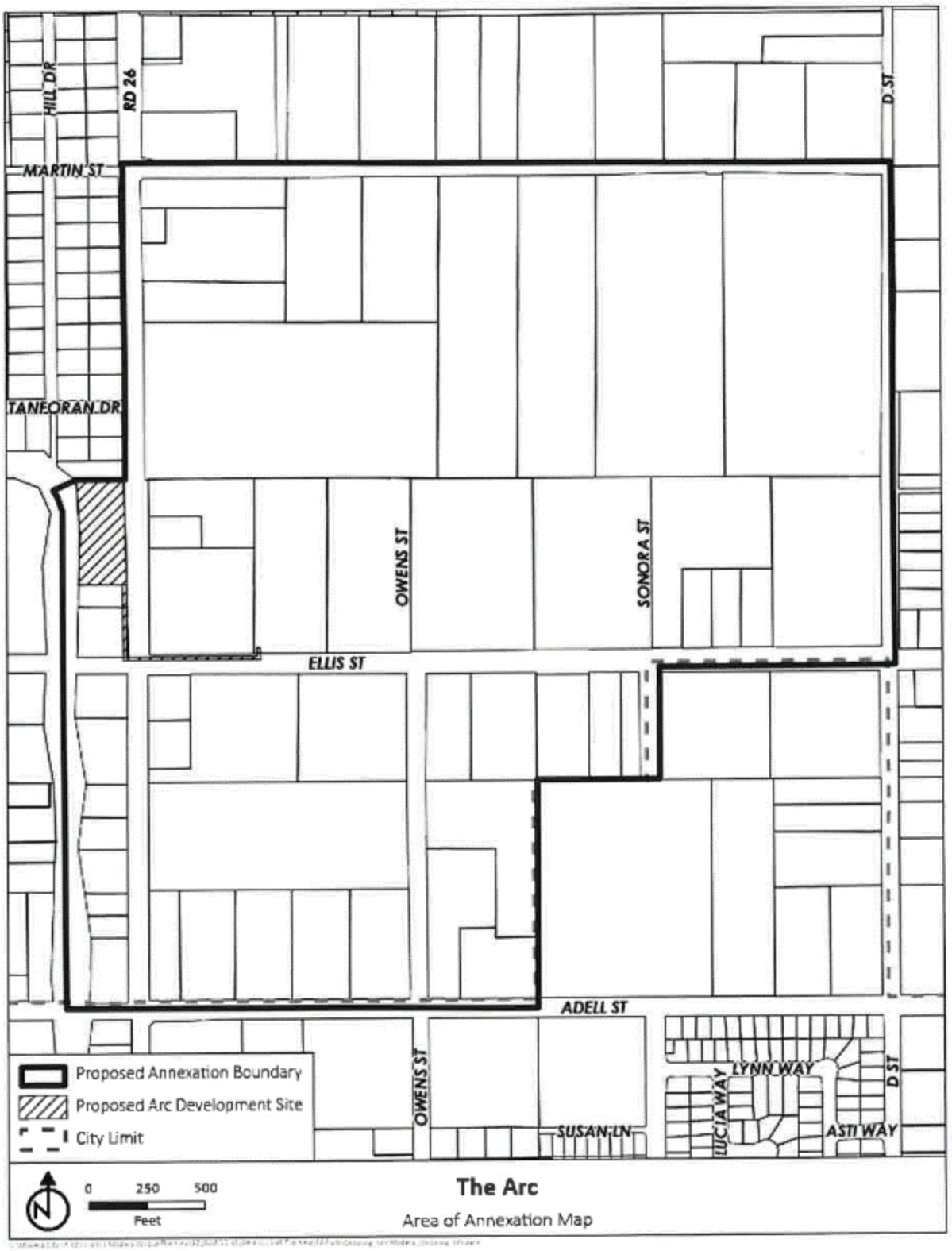
4. Recommendation for Approval. Based on the information provided above, the City Council of the City of Madera adopts and approves this Resolution of application, and initiates annexation for the entire Arc Annexation Area. The Local Agency Formation Commission of Madera County is requested to initiate proceedings for the change of organization of the territory, as specifically described in Exhibit "A" from the County of Madera to the City of Madera in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The City Council authorizes the City Manager to take all necessary steps to effectuate the same.

5. Effective Date of Resolution. This Resolution shall become effective immediately.

* * * * *

Exhibit A: The Arc Annexation Area – Proposed Area of Annexation.

Exhibit "A" Annexation (ANX 2022-03)



APN	Acres[1]	Existing Conditions		
		City of Madera General Plan Land Use Designation	Madera County Zoning District	Use
038-010-018	0.36	P&SP	AR-5	Matilda Torres High School
038-010-019	4.10	P&SP	AR-5	Matilda Torres High School
038-010-020	2.42	P&SP	AR-5	Matilda Torres High School
038-010-021	19.33	P&SP	CRM	Matilda Torres High School
038-010-025	16.36	P&SP	AR-5	Nishimoto Elementary School
038-010-026	20.14	P&SP	AR-5	Jack G. Desmond Middle School
038-010-029	10.10	P&SP	AR-5	Matilda Torres High School
038-010-030	9.90	P&SP	AR-5	Matilda Torres High School
038-010-031	4.61	P&SP	AR-5	Matilda Torres High School
038-010-032	4.64	P&SP	AR-5	Matilda Torres High School
038-010-033	1.82	P&SP	AR-5	Matilda Torres High School
038-060-018	2.04	MD	RRM	Vacant
038-060-019	0.46	MD	RRM	Rural Residential
038-060-020	1.04	MD	RRM	Rural Residential
038-060-030	0.95	MD	RRM	Rural Residential
038-060-031	1.30	MD	RRM	Vacant
038-070-003	0.71	LD	CRM	Tire Shop
038-070-004	6.19	LD	AR-5	Rural Residential
038-070-007	8.63	LD	AR-5	Rural Residential
038-070-008	5.63	LD	AR-5	Rural Residential
038-070-009	0.98	LD	AR-5	Rural Residential
038-070-010	1.00	LD	AR-5	Rural Residential
038-070-011	1.06	LD	AR-5	Rural Residential
038-070-013	0.84	LD	AR-5	Rural Residential
038-070-014	1.48	LD	AR-5	Vacant
038-070-015	2.35	LD	AR-5	Kingdom Hall of Jehovah's Witnesses
038-070-016	2.96	LD	AR-5	Rural Residential
038-070-017	2.01	LD	AR-5	Rural Residential
038-070-018	4.90	LD	AR-5	Rural Residential
038-070-019	5.08	LD	AR-5	Vacant
038-070-020	0.84	LD	AR-5	Vacant
038-070-021	0.89	LD	AR-5	Vacant
038-070-023	4.79	LD	CRM	Rural Residential
038-070-024	2.38	LD	CRM	Mixed Commercial
038-070-025	5.37	LD	CRM/AR-5	County Drainage Basin
038-070-026	8.93	LD	AR-5	Ezequiel Tafoya Alvarado Academy
038-081-001	7.92	LD	AR-5	Vacant
038-100-002	11.87	LD	AR-5	Vacant
038-100-003	1.43	LD	AR-5	Rural Residential
038-100-004	2.54	LD	AR-5	Rural Residential
038-100-005	2.63	LD	AR-5	Rural Residential
038-100-006	2.62	LD	AR-5	Vacant
038-100-007	2.73	LD	AR-5	Rural Residential
038-100-008	4.75	LD	AR-5	Vacant
038-100-009	3.24	LD	AR-5	Sherman Thomas Charter High School

APN	Acres[1]	Existing Conditions		
		City of Madera General Plan Land Use Designation	Madera County Zoning District	Use
038-100-010	2.14	LD	AR-5	Sherman Thomas Charter High School
038-110-023	0.60	MD	RRM	Rural Residential
038-110-024	0.66	MD	RRM	Rural Residential
038-110-025	0.83	MD	RRM	Vacant
038-110-026	0.89	MD	RRM	Rural Residential
038-110-027	0.36	MD	RRM	Rural Residential
038-110-028	1.00	MD	RRM	Vacant
Subtotal	**212.8**	-	-	-

[1]Does not include public rights of way.

REPORT TO CITY COUNCIL

Approved by:

_____
Will Tackett, Community Development Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: C-1

SUBJECT:

Public Hearing Regarding Annexation No. 14 (Tract 22-S-02/TSM 2017-02 Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

RECOMMENDATION:

That Council adopt a Resolution:

1. Hold the Public Hearing.

2. Adopt a Resolution of the City Council (Council) of the City of Madera Authorizing Annexation (Annexation No. 14) of Territory (22-S-02/TSM 2017-02 Subdivision) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of Special Taxes; and Submitting the Levy of Tax to the Qualified Electors.

3. Conduct the Election of the Qualified Electors of Annexation No. 14.

4. Adopt a Resolution of the Council of the City of Madera Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 14 to CFD 2005-1 (Public Services), Annexation No. 14.

SUMMARY:

At the Council's April 5, 2023, meeting, the Council approved a resolution declaring the City's intention to annex the proposed territory into CFD 2005-1. At the regularly scheduled meeting on May 17, 2023, after the close of the public hearing, the Council has two resolutions to consider. The first resolution sets forth the Council's approval to annex territory to CFD 2005-1 and to levy a special tax. This first resolution also sets May 17, 2023, as the date for the

annexation election, and refers to the annexation map showing the parcels to be annexed. The second resolution is for adoption by the Council after the results of the election are announced by the City Clerk. This second resolution also directs the filing of the Notice of Special Tax Lien against the annexed property to provide authority for City to collect the special tax.

The conditions of approval for the development project known as Subdivision No. 22-S-02 (TSM 2017-02) (the "Project") require annexation into CFD 2005-1, which was established as an annexable district to provide funding to offset the increased cost for public safety, open space and parks maintenance created by new development.

DISCUSSION:

By Resolution No. 05-334, the City Council established CFD 2005-1, a Mello Roos Community Facilities District with the intention that future development within the City of Madera (City) would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-1. Projects may be annexed one at a time, or in a group if they are ready at the same time.

CVI Subdivision makes up Annexation No. 14. The Subdivision Tract 22-S-02/TSM 2017-02 is owned by CVI-2 Group, LLC. The Project includes the development of approximately 19 single family residential units. The boundaries of the Project consist of the area within the original Assessor's Parcel Numbers (APN's) 004-170-007 and 004-170-008 as depicted on Attachment 1.

Table 1: *Project Overview*

Project Name	*Owner*	*Units*	*Location*
Subdivision Tract 22-S-02/TSM 2017-02	CVI-2 Group, LLC.	19	Adell Street & North Lake Street

The City Council took the first action in the annexation process on April 5th, 2023, approving the resolution declaring the City's intention to annex the proposed territory into CFD 2005-1, and establishes this meeting (May 17, 2023), as the public hearing date for consideration of the annexation of the property into CFD 2005-1. The attached Resolution represents the action the City Council needs to approve to annex the property into the district. See Attachment 1 to view a diagram of the properties proposed to be annexed. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-1 prior to recordation of the final subdivision map. This will comprise the 14th annexation into CFD 2005-01. See Attachment 2 for a history of annexations into CFD 2005-1.

FINANCIAL IMPACT:

The 2022/2023 Fiscal Year CFD 2005-1 assessment for single-family residential development is $524.41 per dwelling unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 19 units in Annexation No. 14 will be $9,963.79. CFD 2005-1 includes an annual Consumer Price Index (CPI) adjustment, therefore, this amount will escalate over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

ALTERNATIVES:

The City Council adopted Ordinance C.S. 792 on December 7, 2005, authorizing the levy of a Special Tax within CFD 2005-1 commencing in fiscal year 2006-07 and each year thereafter. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-1. Amendment of the ordinance would be required.

ATTACHMENTS:

1. Resolution of Annexation and Calling for Election
   - Exhibit A – Rate and Method of Apportionment
   - Exhibit B – Ballot
2. Resolution of Results of Election
   - Exhibit A – Statement of Votes Cast
   - Exhibit B – Annexation Map
   - Exhibit C – List of Properties
3. CVI Subdivision, 22-S-02 /TSM 2017-02 Subdivision Map
4. CFD 2005-1 Map

ATTACHMENT 1

Resolution of Annexation and Calling for Election

Including:

Exhibit A – Rate and Method of Apportionment

Exhibit B – Ballot

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 14) TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS

WHEREAS, this City Council ("Council"), on April 5, 2023, adopted Resolution No. 23-37, (hereafter referred to as the "Resolution of Intention") stating its intention to annex territory to City of Madera Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as "CFD No. 2005-1"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the "Act"); and

WHEREAS, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-1, and a description and map of the proposed boundaries of the territory to be annexed known as CVI subdivision, Tract 22-S-02 TSM 2017-02 Subdivision ("Annexation No. 14") to CFD No. 2005-1, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein. Annexation No. 14 will consist of 19 single family residential units located on the southwest corner of the intersection of Adell Street and North Lake Street.; and

WHEREAS, on April 5, 2023, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-1; and

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2005-1 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2005-1 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2005-1, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2005-1, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2005-1; and

WHEREAS, a boundary map for Annexation No. 14 to CFD No. 2005-1 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, a copy thereof is on file with the City Clerk and the City Council ratifies that filing; and

WHEREAS, a boundary map for Annexation No. 14 to CFD No. 2005-1 is on file with the City Clerk and shall be filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings; and

WHEREAS, the City Of Madera Community Facilities District 2005-1 (Public Services)

Rate And Method Of Apportionment Of Special Tax is attached as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera as follows:

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Prior Proceedings. All prior proceedings taken by this Council with respect to CFD No. 2005-1 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

SECTION 3. Boundaries. The description and map of the boundaries of the territory to be annexed to CFD No. 2005-1, on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2005-1, and said territory is hereby annexed to CFD No. 2005-1, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

SECTION 4. Services. The services which CFD No. 2005-1 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2005-1 and the territory to be annexed to CFD No. 2005-1 and will not be replacing services already available. A general description of the services to be financed is as follows:

> Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District. On each July 1 following the Base Year the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor as provided in the Rate and Method of Apportionment of the Special Taxes. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing services already available. The Special Tax provides only partial funding for police and fire services.
>
> Park Maintenance of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain park improvements within the District, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, and associated appurtenant facilities located within the District.

Storm drainage system maintenance and operations of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain and operate the storm drainage system within the District.

SECTION 5. Special Taxes. It is the intention of this City Council that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-1 and the territory proposed to be annexed as part of Annexation No. 14, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 14, will be levied annually within the boundaries of Annexation No. 14 from and after the annexation of such property to CFD No. 2005-1. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-1 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-1.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 14 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

SECTION 6. No Majority Protest. Written protests against the annexation of the territory in Annexation No. 14 to CFD No. 2005-1 have not been received by the Council. The proposed special tax to be levied within Annexation No. 14 has not been precluded by majority protest.

SECTION 7. Election. The provisions of the Resolution of Intention of the City each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 14 shall be submitted to the voters within Annexation No. 14 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 14 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 14 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 14.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot or hand-delivered ballot under applicable sections of the California

Elections Code commencing with Section 4000 with respect to elections conducted by mail. The Council hereby calls a special election to consider the measure described and incorporated in the form of ballot as **Exhibit "B,"** which election will be conducted on May 17, 2023, (hereafter referred to as "Election Day"). The City Clerk shall act as the election official to conduct the election and shall have provided each landowner in the territory to be annexed to CFD No. 2005-1, a ballot in the form of Exhibit "B", which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

(c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly. The Council also finds that any applicable notices of hearing or election have been waived by the sole landowner of the area to be annexed.

(d) The Council hereby calls and schedules an election for May 17, 2023, at 6 p.m. on the measure of the annual levy of special taxes on taxable property within Annexation No. 14 to CFD No. 2005-1 to finance public services within CFD No. 2005-1, including Annexation No. 14 to CFD No. 2005-1.

(e) The measure to be submitted to the voters of Annexation No. 14 at such special election shall be as follows:

The measure to be submitted to the voters of Annexation No. 14 at such special election shall be as follows:

Shall the City of Madera, by and for its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on April 5, 2023.

Section 8. Election Procedures. The procedures to be followed in conducting the election shall be as follows:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the Special Election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official shall mail or deliver to each qualified

elector an official ballot in the appropriate form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted on the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within Annexation No. 14 to CFD No. 2005-1.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote on the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information to voter form to be delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 6:00 p.m. on the 17th day of May 2023; provided that if all qualified electors have voted, the elections shall be closed with the concurrence of the City Clerk.

(f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the elections, the City Clerk shall canvass the votes cast in the election and shall file a statement with the City

Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

SECTION 9. Certification. The City Clerk shall certify to the adoption of this resolution.

SECTION 10. Effective Date. This resolution is effective immediately.

Exhibit A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-1 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year ending June 30, 2007.

"City" means the City of Madera.

"Council" means the City Council of the City of Madera, acting as the legislative body of the District. "County" means the County of Madera, California.

"**Developed Multi-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

"**Developed Property"** means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"**Developed Single-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

"District Administrator" means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 2005-1 of the City of Madera.

"Entitled Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term "Entitled Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

"Non-Residential Property" means all Assessors' Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

"Service Costs" means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial finding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.
"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"**Property"** means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

"Tax Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified

as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

1. Developed Property

Table 1
Maximum special Tax for Developed Property
Community Facilities District No. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit[1]
1	Developed Single-Family Residence	$311 per unit
2	Developed Multi-Family Residence	$285 per unit
[1] Maximum Special Tax includes Administrative Expenses		

2. Entitled Property

Table 2
Maximum Special Tax for Entitled Property
Community Facilities District No. 2005-1

Land Use Class	Description	Maximum Special Tax Per Unit[1]
3	Entitled Property	$166 per lot
[1] Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

4. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

5. Multiple Land Use Classes

In some instances, an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single- Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

EXHIBIT B TO RESOLUTION OF ANNEXATION

City of Madera

Community Facilities District No. 2005-1, (Public Services), Annexation No. 14

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, May 17, 2023, either by mail or in person. The City Clerk's office is located at City Hall, 205 W. Fourth Street, Madera, California 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on April 5, 2023?	**YES:**	☐
	NO:	☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed: 3.52

Number of Votes: 1

Property Owner: CVI-2 Group, LLC
2141 Tuolumne Street, Suite J
Fresno. CA 93721

Property Owner/Authorized Representative Signature: _____

BALLOT MARKS

Appropriate ballot markings include any <u>one</u> of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



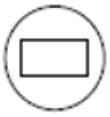
A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any **one of the following marks:** horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box <u>and/or</u> associated clause; or



A square or rectangle around the box <u>and/or</u> associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

ATTACHMENT 2

Resolution of Results of Election

Including:

Exhibit A – Statement of Votes Cast
Exhibit B – Annexation Map
Exhibit C – List of Properties

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, DECLARING AND CERTIFYING THE RESULTS OF A SPECIAL ELECTION, AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 14 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

WHEREAS, the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as "CFD No. 2005-1"); and

WHEREAS, the City Council initiated proceedings to annex certain territory known as CVI Subdivision Tract 22-S-02/TSM 2017-02 Subdivision (hereafter referred to as "Annexation No. 14") to Community Facilities District No. 2005-1 (Public Services). Annexation No. 14 will consist of 19 single family residential units southwest of Adell Street and North Lake Street; and

WHEREAS, the City Council, following a public hearing on the annexation and special taxes, adopted a resolution calling an election and duly held an election in the area of Annexation No. 14 on April 5, 2023; and

WHEREAS, at this time the unanimous consent to the annexation of Annexation No. 14 has been received from the property owner or owners of such territory; and

WHEREAS, twelve (12) or more registered voters have not resided within the territory of Annexation No. 14 for each of the ninety (90) days preceding May 17, 2023, therefore, pursuant to the Act the qualified electors of Annexation No. 14 shall be the "landowners" of Annexation No. 14 as such term is defined in Government Code Section 53317(f), and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 14; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 14 to the qualified electors of Annexation No. 14 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 14; and

WHEREAS, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 14, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as **Exhibit A** hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the territory to be annexed and designated as Annexation

No. 14 (hereafter referred to as the "Annexation Map"), a copy of which is attached as **Exhibit B** hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as **Exhibit C** hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-1 (Public Services), Annexation No. 14 as follows:

SECTION 1. The above recitals are all true and correct and incorporated herein.

SECTION 2. This City Council does hereby find and determine as follows:

(a) The canvass of the votes cast in the Property to be annexed to the District at the special election held in the territory of Annexation No. 14 on May 17, 2023, as shown in the Certificate of Election Official and Statement of Votes Cast is hereby approved and confirmed.

(b) The unanimous consent to the annexation of Annexation No. 14 to CFD No. 2005-1 has been given by all of the owners within Annexation No. 14, and such consent shall be kept on file in the Office of the City Clerk.

(c) Twelve (12) or more registered voters have not resided within the territory of Annexation No. 14 for each of the ninety (90) days preceding May 17, 2023, therefore, pursuant to the Act the qualified electors of Annexation No. 14 shall be the "landowners" of such Annexation No. 14 as such term is defined in Government Code Section 53317(f).

(d) The qualified electors of Annexation No. 14 have voted in favor of the levy of special taxes within Annexation No. 14 upon its annexation to CFD No. 2005-1.

(e) The City Council is hereby authorized to take the necessary steps to levy the special tax authorized by the Measure in the area of Annexation No. 14.

SECTION 3. The boundaries and parcels of territory within Annexation No. 14 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.

SECTION 4. The City Council does hereby determine and declare that the territory in Annexation No. 14 is now added to and becomes a part of CFD No. 2005-1. The City Council, acting as the legislative body of CFD No. 2005-1, is hereby empowered to levy the authorized special tax within Annexation No. 14 and hereby authorizes the levy of a

Special Tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution Authorizing Annexation, Authorizing levy of Special Tax, and Calling Special Election.

SECTION 5. Immediately upon adoption of this Resolution, notice shall be given as follows:

A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder not later than fifteen (15) days after the date of adoption of this Resolution.
B. An Amendment No. 14 to the Notice of Special Tax Lien shall be recorded in the Office of the County Recorder for Madera County not later than fifteen (15) days after the date of adoption of this Resolution.

SECTION 6. This resolution is effective immediately.

Exhibit A
Certificate of Election Official and Statement of Votes Cast

STATE OF CALIFORNIA)
COUNTY OF MADERA) ss.
CITY OF MADERA)

The undersigned, ELECTION OFFICIAL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)
ANNEXATION NO. 14
SPECIAL ELECTION

held in the City of Madera, on May 17, 2023.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed, Annexation No. 14 to Community Facilities District No. 2005-1 (Public Services) of the City of Madera for or against the Measure are full, true and correct.

VOTES CAST: YES_____
NO _____

WITNESS my hand this _____ day of _____, 2023

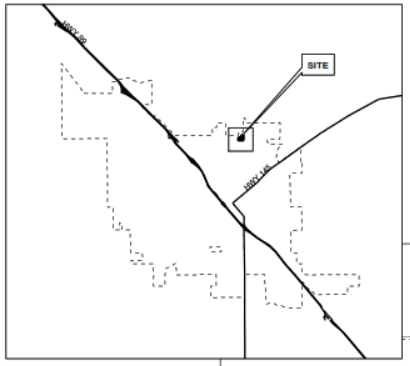
Exhibit B

SHEET 1 OF 1

ANNEXATION MAP NO. 14
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

VICINITY MAP





1 in = 104 feet

Legend

- City Boundaries
- Annexation Parcels
- (1) Map Reference Number

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	004-170-007
2	004-170-008

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF_____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 14 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____,M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

WILLDAN

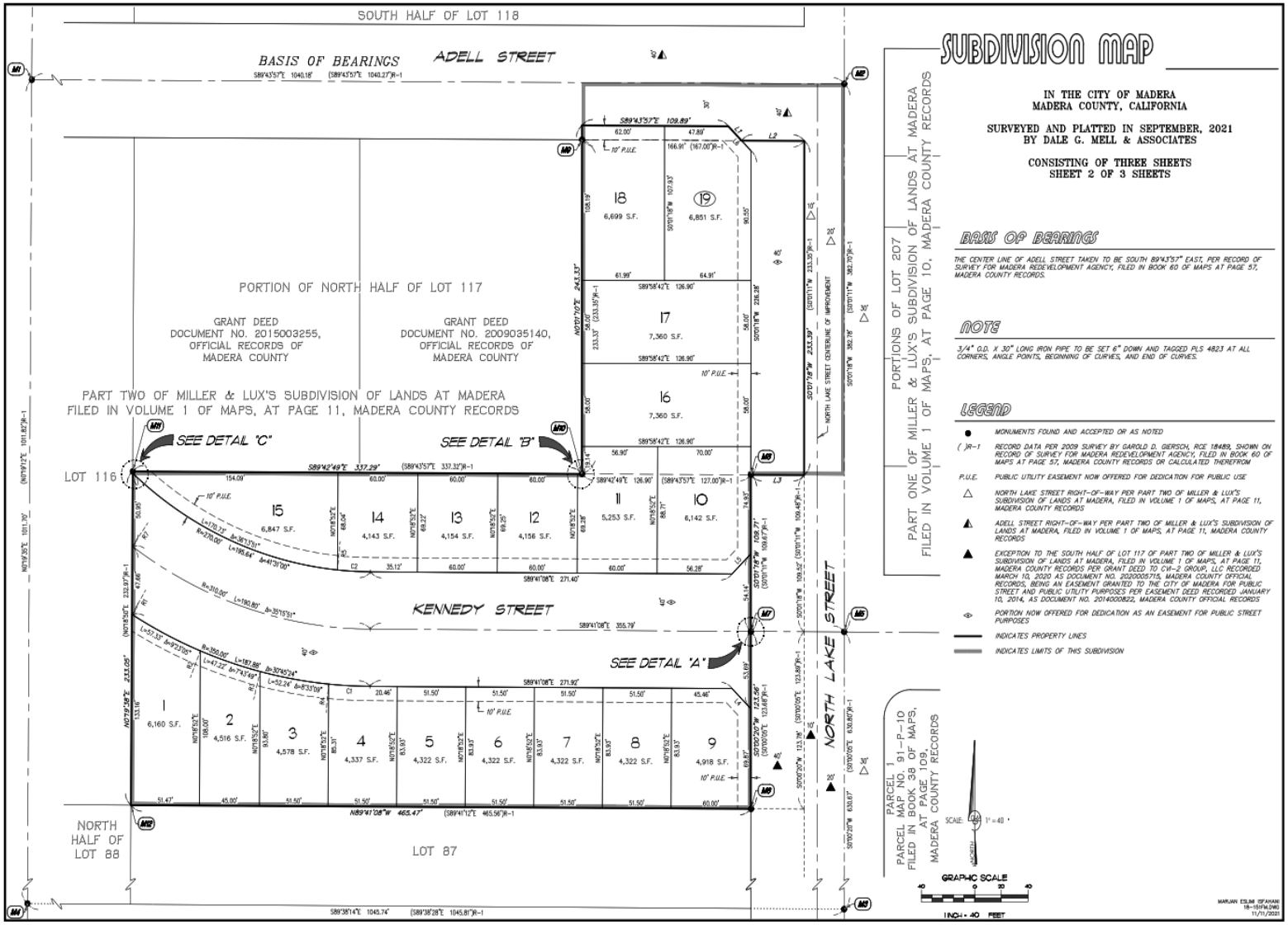
Exhibit C
List of Assessor Parcel Numbers and Landowners

APN	Landowner
004-170-007-000	CVI-2 Group LLC**.**
004-170-008-000	CVI-2 Group LLC.

ATTACHMENT 3

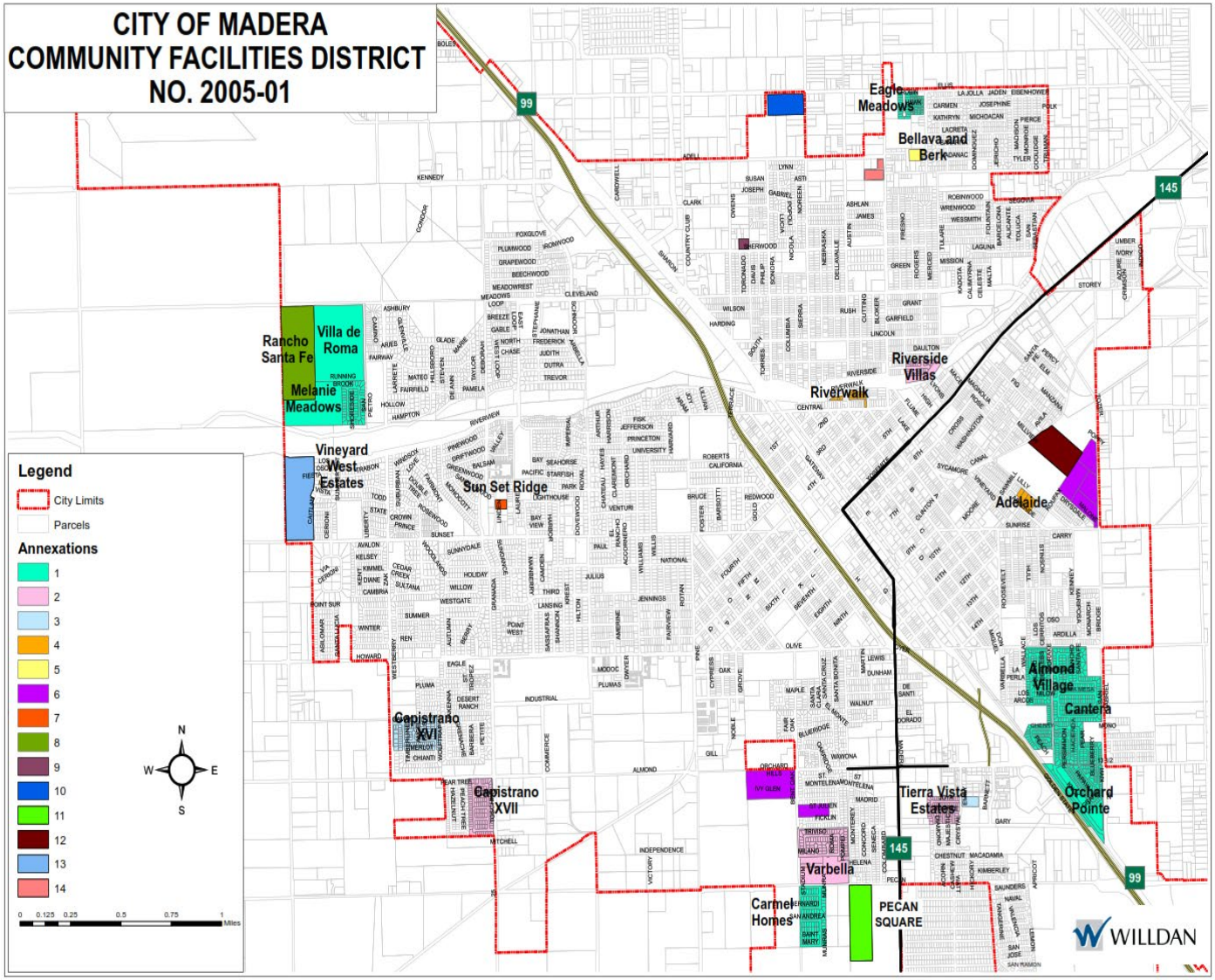
CVI Subdivision, Tract 22-S-02/TSM 2017-02
Subdivision Map

Attachment 3



ATTACHMENT 4

CFD 2005-1 Map


CITY OF MADERA
COMMUNITY FACILITIES DISTRICT
NO. 2005-01
Legend
City Limits
Parcels
Annexations
1
2
3
4
5
6
7
8
9
10
11
12
13
14
0 0.125 0.25 0.5 0.75 1 Miles
N
W
E
S
Rancho Santa Fe
Villa de Roma
Melanie Meadows
Vineyard West Estates
Sun Set Ridge
Capistrano XVI
Capistrano XVII
Eagle Meadows
Bellava and Berk
Riverwalk
Riverside Villas
Adelaide
Almond Village
Cantera
Orchard Pointe
Tierra Vista Estates
Varbella
Carmel Homes
PECAN SQUARE
99
145
WILLDAN

REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: C-2

SUBJECT:

Public hearing to approve the Community Development Block Grant (CDBG) 2023/24 Annual Action Plan final funding allocations and sub-recipient agreements.

RECOMMENDATION:

Conduct a public hearing to receive final public input on the 2023/24 Annual Action Plan and adopt Resolutions:

1. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($176,346) with City of Madera 23-24 CDBG Administration; and
2. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($20,000) with Community Action Partnership of Madera County; and
3. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($26,032) with Madera Coalition for Community Justice; and
4. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($5,527) with Project Run Madera; and
5. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($35,000) with Madera Rescue Mission; and
6. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($15,700) with O.L.I.V.E. Charitable Organization; and
7. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($10,000) with Community Action Partnership of Madera County; and
8. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($25,000) with Madera County Association of Realtors; and
9. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($30,000) with City of Madera, Parks & Community Services Department; and

10. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for services ($617,500) with City of Madera Engineering Department; and
11. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($215,000) with City of Madera, Parks & Community Services Department; and
12. Adopt a Resolution Approving a 2023/24 CDBG Subrecipient Agreement for Services ($148,386) with City of Madera, Parks & Community Services Department

SUMMARY:

The U.S. Department of Housing and Urban Development (HUD) announced the 2023/24 CDBG funding allocations on February 27, 2023. The City's eligible allocation for the 2023/24 Annual Action Plan funding is $981,730. On March 20, 2023, Council approved reallocating funds previously awarded to the Community Action Partnership of Madera County (CAPMC) related to the 2020/21 Rapid Rehousing Program. Funds reallocated to the 2023/24 Capital Projects/Public Improvements funding category totaled $342,761. Therefore, the total eligible CDBG funding allocation for the 2023/24 Program Year is $1,324,491.46.

Council approved tentative Annual Action Plan allocations proposed by the Block Grant Commission (BGC) on April 5, 2023. HUD requires a 30-day public comment period after approving tentative allocations. The public comment period opened on April 5, 2023, and expired on May 5, 2023. The second public hearing is required for Council to approve final funding allocations and to enter into agreements with grant sub-recipients.

DISCUSSION:

The City is a CDBG entitlement jurisdiction that receives an annual funding allocation. Each year, the City is eligible to apply for and receive the funds through the development and submittal of a CDBG Annual Action Plan. Activities proposed in the CDBG Annual Action Plan must meet, at a minimum, one of the following objectives:

1. Benefit to low- and moderate-income (LMI) persons; or
2. Aid in the prevention or elimination of slums or blight; or
3. Meet a need having a particular urgency (referred to as urgent need).

In addition to the national objectives, HUD requires the identification of primary and secondary-tier local funding priorities. The City has identified these local funding priorities in the 2020-2024 Consolidated Action Plan, which are as follows:

- Primary
    - Quality Housing (Rent affordability and rental assistance)
    - Homelessness (Supportive services and prevention)
- Secondary-Tier
    - Neighborhood Revitalization (Infrastructure Improvements, Streets/Roads/Lighting, and Community Centers/Parks)

ELIGIBLE USES OF FUNDS

HUD requires the expenditure of funds across three funding categories:

- Administration; 20 percent maximum of annual allocated funding
- Public Services; 15 percent maximum of annual allocated funding
- Capital Projects/Public Improvements; no minimum or maximum thresholds of the available funding

The maximum percentage allocation amounts must be based on the current year's award ($981,730). Therefore, the maximum amounts eligible for Administration and Public Service are $196,346 and $147,259, respectively. The remaining balance is allocated to Capital Projects/Public Improvements. This year's remaining allocation ($638,125) plus the reallocation of funds from the CAPMC Rapid Rehousing Program ($342,761) results in a total Capital Projects/Public Improvements eligible amount of $980,886.

SUMMARY OF SUBRECIPIENT GRANT APPLICATIONS AND TENTATIVE COUNCIL ALLOCATIONS

On January 20, 2023, the City released a Request for Funding Proposal (RFP) inviting eligible and interested entities to submit applications for the CDBG 2023/24 funding cycle. Thirteen applications were received.

ADMINISTRATION APPLICATIONS

During its April 5, 2023 meeting, Council unanimously approved tentative allocations for the administrative category. Table 1 below shows the tentative Council allocations for Administration. The eligible allocation is $196,346, and the total requested is $216,346.

Table 1: *City Council Tentative Administration Allocations*

Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
City of Madera – Action Plan Administration *Administration to Oversee CDBG Program*	$176,346	$176,346
CAPMC – Fresno Madera Continuum of Care *Point-in-Time Count Administration*	$20,000	$20,000
Total	**$196,346**	**$196,346**

PUBLIC SERVICE APPLICATIONS

After deliberation on the Public Service applications, Council unanimously voted to approve tentative allocations on April 5, 2023. The eligible allocation is $147,258, and the total requested is $308,552. Table 2 below shows the Council's tentative allocations for Public Services.

Table 2: *City Council Tentative Public Service Allocations*		
Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
Madera Coalition for Community Justice *Youth Environmental Stewardship*	$26,032	$26,032
Madera Coalition for Community Justice *Promotora Project*	$0	$0
Project Run Madera *Project Run Madera*	$5,527	$5,527
Madera Rescue Mission *Homeless Prevention and Services*	$35,000	$35,000
O.L.I.V.E. Charitable Organization *The Bennet House*	$15,700	$15,700
Community Action Partnership *Housing Stabilization*	$10,000	$10,000
Madera County Association of Realtors *Down Payment Assistance*	$0	$25,000
City Parks Department *Madera Seniors Nutrition & Recreational Program*	$30,000	$30,000
Total	**$122,259**	**$147,259**

CAPITAL PROJECTS/PUBLIC IMPROVEMENTS

Council unanimously approved tentative funding allocations on April 5, 2023. There were three applications in the CDBG Capital Projects/Public Improvements category. The total available allocation is $980,886, and the total requested is $982,500. Table 4 below has the Capital Projects/Public Improvements applicants, the BGC recommendation, and the tentative Council funding recommendation.

Table 3: *City Council Tentative Capital Projects/Public Improvements Allocations*		
Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
City; Engineering Department *Clinton Street Sewer and Water Improvements*	$617,500	$617,500
City; Parks Department *Centennial Park Pool*	$215,000	$215,000
City; Parks Department *Frank Bergon*	*$148,386*	*$148,386*
Total	**$980,886**	**$980,886**

A 30-day public review and comment period began on April 5, 2023, and closed on May 5, 2023. The City did not receive any written public comments.

FINANCIAL IMPACT:

This allocation will not have an impact on the General Fund. The City will administer the grant with the allocated 2023/24 CDBG administration funds available and current City staff. Appropriations for these agreements will be included in the Fiscal Year 2023/24 City budget.

ALTERNATIVES:

As an alternative, Council may:

1. Deny approval of the Agreements.
2. Direct staff to enter into alternate Agreements.

ATTACHMENTS:

1. Resolution
   Exhibit 1- City of Madera Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
2. Resolution
   Exhibit 1- Community Action Partnership of Madera County Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
3. Resolution
   Exhibit 1- Madera Coalition for Community Justice Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
4. Resolution
   Exhibit 1- Project Run Madera Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
5. Resolution
   Exhibit 1- Madera Rescue Mission Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
6. Resolution
   Exhibit 1- O.L.I.V.E. Charitable Organization Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget

- Exhibit C – CDBG Certifications

7. Resolution

   Exhibit 1- Community Action Partnership of Madera County Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications

8. Resolution

   Exhibit 1- Madera County Association of Realtors Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications

9. Resolution

   Exhibit 1- City of Madera, Parks Department Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications

10. Resolution

    Exhibit 1- City of Madera, Engineering Department Agreement
    - Exhibit A – Scope of Work
    - Exhibit B – Budget
    - Exhibit C – CDBG Certifications

11. Resolution

    Exhibit 1- City of Madera, Parks Department Agreement
    - Exhibit A – Scope of Work
    - Exhibit B – Budget
    - Exhibit C – CDBG Certifications

12. Resolution

    Exhibit 1- City of Madera, Parks Department Agreement
    - Exhibit A – Scope of Work
    - Exhibit B – Budget
    - Exhibit C – CDBG Certifications

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($176,346) WITH CITY OF MADERA, GRANTS

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks Grants Department in the amount of $176,346 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera Grants Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA, GRANTS AND FINANCE DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and CITY & FINANCE DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $176,346 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."**

The Subrecipient shall participate in evaluation of the program.

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes

of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City & Finance Department
205 W. 4th Street
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:	City & Finance Department**:**
By: _____ Santos Garcia, Mayor	By: _____ City & Finance Department
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By:_____ Hilda Cantú Montoy, City Attorney
Date: _____	Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: City of Madera 23/24 Administration Funds

II. APPLICANT: City of Madera

III. PROJECT DESCRIPTION:

The City of Madera provides full oversight of the CDBG program. Administrative funding will be applied to personnel costs associated with providing such oversight. Examples of operating tasks associated with oversight include: subrecipient invoice processing, subrecipient monitoring, revising policies and procedures, and daily program management tasks.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $176,346
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 0

VII. PROJECT QUARTERLY MILESTONES

Quarter	**Description of Anticipated Milestones**
Quarter 1 July - September	On going CDBG oversight/ monitoring.
Quarter 2 October - December	On going CDBG oversight/ monitoring.
Quarter 3 January - March	On going CDBG oversight/ monitoring.
Quarter 4 April – June	On going CDBG oversight/ monitoring.

Exhibit B

FY 2023-2024 Budget
CITY OF MADERA
City of Madera

Budget Line Item	Madera
Personnel Lines needed: 4	
Grant Administrator	$51,980
Program Manager	$60,000
Administrative Assistant	$15,750
Finance Staff	$48,616.00
Benefits	
Taxes	
Subtotal Personnel	$176,346.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed:	
Subtotal Non-Personnel	$0.00
Total Personnel & Non-Personnel	$176,346.00
Indirect Costs	
TOTAL	$176,346.00
Number of Persons Served:	
Cost per Individual	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($20,000) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the Community Action Partnership of Madera County in the amount of $20,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Community Action Partnership of Madera County.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures

under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $20,000.00 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

another source to conduct the same services covered by this Agreement.

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or

indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this

Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to

any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20

10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals,

commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
COMMUNITY ACTION PARTNERSHIP OF Madera County
1225 Gill Avenue
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

COMMUNITY ACTION PARTNERSHIP OF Madera County:

By: _____
Community Action Partnership of Madera County

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Fresno Madera Continuum of Care

II. APPLICANT: Community Action Partnership Madera County

III. PROJECT DESCRIPTION:

The project will pay for personnel costs for two CAPMC staff to attend and participate in the FMCoC meetings. The FMCoC works collaboratively to reduce homelessness in both Fresno and Madera Counties. CAPMC also uses this funding to prepare for the annual Point In Time Count (PIT).

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $20,000
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 0

VII. PROJECT QUARTERLY MILESTONES

Quarter	**Description of Anticipated Milestones**
Quarter 1 July - September	Attend FMCoC Meetings.
Quarter 2 October - December	Attend FMCoC Meetings.
Quarter 3 January - March	Begin preparations for 2024 annual Point in Time Count
Quarter 4 April – June	Attend FMCoC meetings.

Exhibit B

FY 2023-2024 Budget
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.
Community Action Partnership of Madera County, Inc.

Budget Line Item	Madera
Personnel Lines needed: 8	
Community Service Program Manager	$2,010
Housing Caseworker #1	$4,288
Resident Manager	$2,166
Housing Caseworker #2	$1,578
Housing Caseworker #3	$1,262
Housing Caseworker #4	$1,209
Customer Assistance Technician #1	$327
Customer Assistance Technician #2	$320
Benefits	$2,160
Taxes	$1,148
Subtotal Personnel	$16,468.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	$1,864
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 1	
Indirect	$1,668
Subtotal Non-Personnel	$3,532.00
Total Personnel & Non-Personnel	$20,000.00
Indirect Costs	
TOTAL	$20,000.00
Number of Persons Served:	
Cost per Individual	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($26,032) WITH MADERA COALITION FOR COMMUNITY JUSTICE

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the Madera Coalition for Community Justice in the amount of $26,032 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT 1AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA COALITION FOR COMMUNITY JUSTICE

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and MADERA COALITON FOR COMMUNITY JUSTICE, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $26,032.00 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements

under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

received from another source to conduct the same services covered by this Agreement.

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility

for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage

shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Coalition for Community Justice
219 S. D St.
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

Madera Coalition for Community Justice:

By: _____
Madera Coalition for Community Justice

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Madera Youth Environmental Stewardship

II. APPLICANT: Madera Coalition for Community Justice

III. PROJECT DESCRIPTION:

The project seeks to develop a new generation of Madera youth who are academically high achievers, leaders and active citizens. It's a year-long program engaging youth in a unique experience that integrates academic study (STEM), community-service (environmental justice issues), character development, civic responsibility and youth voice.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $26,032
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 40

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	- Hire and train staff. - Staff will develop environmental justice education curriculum in consultation with local advocates experts in the field, - Work out the administrative logistics for the forthcoming year and create guiding protocol for participants. - Recruit youth participants and provide them with orientation of project. - Introduction to the environmental justice field, community mapping and guest presentations. - Youth will spend the next months learning

	and researching substantive material related to environmental justice.
Quarter 2 October - December	Continuing training on EJ issues. - Leadership development training & activities. - Team supported by staff will develop schedule, plan and coordinate logistics to begin developing community projects. -Team will research and plan community service projects - Team will design and implement first community service projects. - Team will take a local trip. The first one will be a guided tour of different polluting sources and sites throughout the metropolitan area of the City of Madera.
Quarter 3 January - March	- Continue the ongoing trainings/activities started in Qtr.2. - Team will research and plan 2nd community service projects - Team will design and implement 2nd community service projects. - Plan and recruit community partners to put on 2024 Earth Day celebration in the City of Madera. -Team will trip visiting one of three communities (Fresno, Tulare and Kern) where the community youth is implementing an air monitoring project to monitor pesticide contamination either in the air or water.
Quarter 4 April – June	- Complete community service projects. - Plan and put on Earth Day Celebration. - Team will write “open letter to editor” to the local Madera Tribune and high school newspapers on their projects. - The group will undertake a legislative visit of elected officials of either city, county or state and/or attend a Central Valley Air District Board hearing.

	- Graduation and celebration.

Exhibit B

FY 2023-2024 Budget
MADERA COALITION FOR COMMUNITY JUSTICE
Madera Coalition for Community Justice

Budget Line Item	Madera
Personnel Lines needed: 2	
Project coordinator	$10,920
Assistant	$6,552
Benefits	$1,100
Taxes	$545
Subtotal Personnel	$19,117.00
Non-Personnel	
Move-In Assistance	$2,805
Supplies & Materials	$1,800
Equipment	$2,310
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed:	
Subtotal Non-Personnel	$6,915.00
Total Personnel & Non-Personnel	$26,032.00
Indirect Costs	
TOTAL	$26,032.00
Number of Persons Served:	
Cost per Individual	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($5,527) WITH PROJECT RUN MADERA

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the Project Run Madera in the amount of $5,527 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Project Run Madera.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA & PROJECT RUN MADERA

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and PROJECT RUN MADERA, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $5,527.00 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."**

The Subrecipient shall participate in evaluation of the program.

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes

of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Project Run Madera
1470 S. A Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:	Project Run Madera**:**
By: _____ Santos Garcia, Mayor	By: _____ Project Run Madera
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By:_____ Hilda Cantú Montoy, City Attorney
Date: _____	Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Project Run Madera

II. APPLICANT: Project Run Madera

III. PROJECT DESCRIPTION:

The project provides running resources such as running shoes, shorts, shirts and sports bras to middle & high school runners; we also host community events such as our summer track clinic for grade k-12, where athletes learn and improve track skills. Purposes of project is to keep the youth off the streets, in the sport of running, and ultimately school.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $5,527
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 300

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	July- PRM Summer Track Clinic: Grant will NOT be used for this event (this is however an anticipated milestone)
Quarter 2 October - December	
Quarter 3 January - March	March- PRM Gear Giveaway: we provide all middle and high school athletes at MLK Middle School, Desmond Middle School, TJ Middle School, Madera High School, Madera South High School and Matilda Torres High with running shoes, shorts, shirts and sports

	bras
Quarter 4 April – June	

Exhibit B

FY 2023-2024 Budget
PROJECT RUN MADERA
Project Run Madera

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	
Taxes	
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	$5,527.00
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed:	
Subtotal Non-Personnel	$5,527.00
Total Personnel & Non-Personnel	$5,527.00
Indirect Costs	
TOTAL	$5,527.00
Number of Persons Served:	
Cost per Individual	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($35,000) WITH MADERA RESCUE MISSION

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the Madera Rescue Mission in the amount of $35,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Madera Rescue Mission.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT 1AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA RESCUE MISSION

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and MADERA RESCUE MISSION, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $35,000.00 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements

under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

received from another source to conduct the same services covered by this Agreement.

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility

for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage

shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Rescue Mission
1305 Clinton Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

Madera Rescue Mission:

By: _____
Madera Rescue Mission

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Homeless Program

II. APPLICANT: Madera Rescue Mission

III. PROJECT DESCRIPTION:

The project provides emergency shelter to the homeless, single individuals and low-income families with children. Helping clients with the process of being homeless to obtaining permanent housing. Serving more than 4,000 meals monthly and more than 75 nightly beds. Offering 9/12 months in-patient Recovery Program.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $35,000
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 200

VII. PROJECT QUARTERLY MILESTONES

Quarter	**Description of Anticipated Milestones**
Quarter 1 July - September	MRM is an ongoing program and our services to the community remain the same. Our goal is to serve our clients with love and dignity. Making sure that our facilities are kept clean and well maintained, as we help to provide our clients with their basic needs. We offer case management to our clients that are already in our system waiting for possible permanent housing, as well as case management to new clients that come to the Mission.
Quarter 2	Connect new clients with the necessary

October - December	resources that they might need. Help them with applications to the housing authority for them to obtain permanent housing. Also helping clients build their resumes and training their work skills. It's sad to mention, but we have encountered so many clients that do not have the slightest idea of how to open a bank account or how to apply for a driver license, so we help them with all this and more.
Quarter 3 January - March	We stay in contact with clients that have entered into the job force to ensure they are doing well. In other words, we encourage them with a phone call by letting them know that we are here for them. We also pay them random visits to see their progress, especially the clients that are of advanced age.
Quarter 4 April – June	We will keep promoting our services to the community by spreading the voice through social media and our website. Keep working with everyone that comes to the mission for services. We will refer clients to other agencies that might help them to succeed in their life. Keep maintaining our services in an outstanding manner. We serve God's children.

Exhibit B

FY 2023-2024 Budget
MADERA RESCUE MISSION
Madera Rescue Mission

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	
Taxes	
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 4	
Supplies & Materials	$4,000
Utilities	$20,000
Insurance	$10,000
Printing	$1,000
Subtotal Non-Personnel	$35,000.00
Total Personnel & Non-Personnel	$35,000.00
Indirect Costs	
TOTAL	$35,000.00
Number of Persons Served:	200
Cost per Individual	$175

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($15,700) WITH O.L.I.V.E. CHARITABLE ORGANIZATION

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the O.L.I.V.E. Charitable Organization in the amount of $15,700 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the O.L.I.V.E Charitable Organization.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT 1AGREEMENT
BETWEEN THE CITY OF MADERA & O.L.I.V.E CHARITABLE ORGANIZATION

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and O.L.I.V.E CHARITABLE ORGANIZATION, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $15,700.00 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements

under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

received from another source to conduct the same services covered by this Agreement.

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility

for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage

shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
O.L.I.V.E Charitable Organization
1625 Howard RD #170
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:	O.L.I.V.E Charitable Organization**:**
By: _____ Santos Garcia, Mayor	By: _____ O.L.I.V.E Charitable Organization
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By:_____ Hilda Cantú Montoy, City Attorney
Date: _____	Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: The Bennett House

II. APPLICANT: O.L.I.V.E Charitable Organization

III. PROJECT DESCRIPTION:

The project provides a safe house for victims of human sex trafficking in the City of Madera.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $15,700
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 15

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Olive will continue to provide temporary, transitional safe housing for victims of human sex trafficking. Our goal is to connect clients to available resources that will enable them to become self sufficient. Resources include but are not limited to; drug/alcohol rehabilitation, licensed therapy for trauma, life coaching, transportation, assistance with probation/parole, assistance through court ordered services, obtaining proper identification, medical services through Camarena Healthcare, assistance with job or school applications, applying for state compensation, and any other state resource available that clients qualify for. After 2 years of operating, we anticipate two women to be

	self-sufficient and moving out of the Bennett House. This is an appropriate timeframe to help our clients gain enough confidence empowering them to move through life successfully. This first quarter we anticipate a large number of victims that will reach out to Olive. We base this on past patterns as summer months bring in a larger influx of clientele. We are here to intervene on behalf of the victims of sex trafficking locally. Once a potential client is assessed, they are moved into the safe house in the City of Madera. From there, they can attain supportive services that they require. We work in a 'case by case' basis to ensure each victim is treated with individual dignity and respect.
Quarter 2 October - December	We are attempting to fund equine therapy for the women we are housing through fundraising efforts. This expansion of therapeutic services to our clients will bring more choices to the different clients we encounter on a regular basis. The more opportunities we can provide to the different clients, the more women we can help succeed. We also maintain a 'phase 2' apartment in Fresno County to assist clients with evictions or lack of job history to satisfy landlords in apartment buildings. This is a 2 bedroom apartment that can house up to 2 women who are ready to begin their journey into a normal life. There are landlords who will not rent to clients with certain crimes listed on their records such as drug charges or prostitution. This apartment will give our clients who hold regular jobs the understanding of what job history and paying rent and utilities looks like. This phase 2 apartment also give more time for vacatur of certain criminal activity that was accrued during the time they were actually victims.

	Clients can stay at this location up to 1 year to build rental history and save money. We anticipate that we will have 2 clients ready by the second quarter that will qualify for phase 2. This apartment is funded through donations only. Awarding CDBG funding to Olive, provides stability to our City of Madera safe house and enables us to expand services in other areas. Victims of sex trafficking often have a trafficker who is actively searching for them to bring them back under oppression. Keeping someone in the same county they were picked up in is not always a viable solution. Transferring someone out of county for their safety in some cases is a necessary step we must take. For this reason, we use donor funding to provide a second location in Fresno County. This location is a 2 bedroom apartment that is at the same location as the 'phase 2' apartment. On this property lives a life coach that specializes in trauma counseling that these particular clients have 24 hour access to. Our staff meets with these clients regularly to ensure proper individualized care is maintained.
Quarter 3 January - March	With January being Human Trafficking Awareness Month, we will expand our outreach programs county wide. Olive will be hosting the 'Red Sand Project' on a much larger scale. In past years, we have simply provided the sand to the different agencies. This coming year, we will be hosting several different opportunities for agencies and community members to be involved in this particular project. The Red Sand Project is a world-wide campaign designed to bring prevention and awareness to those who have lost their lives due to human trafficking. Olive has also joined the 'Pledge 2 Stop Trafficking.' This is a co-op of Central Valley agencies to host a 'one day' fundraising event

	on January 16th, 2024. The combined efforts of this multi-agency organization will provide more funding opportunities for direct services for our clients. Volunteers work all day for one day to provide awareness opportunities and donation centers for community members. Olive also sponsors a local agency by the name of EPIK Project in Madera. This group of male volunteers meet once a month to reach out to the 'buyer' population to educate them on human sex trafficking, offer supportive services (i.e. therapy) and explain their role in this crime. As spring and summer approach, there is anticipated a higher call volume for sex services. This third quarter we anticipate more awareness to community members of the devastation that sex trafficking can bring throughout the city and county of Madera.
Quarter 4 April – June	Spring is our fundraising season. We will host our annual dinner/auction to bring in extra funding from the community. During this quarter our focus is to bring more donor support to Olive to cover other costs. Last year Olive grossed just over $51,000.00. However, due to the high cost of housing individuals, inflation and funding their specific needs, these funds are depleting. In order to maintain our quality of service, this fundraiser is necessary.

Exhibit B

FY 2023-2024 Budget
O.L.I.V.E. CHARITABLE ORGANIZATION
O.L.I.V.E. Charitable Organization

Budget Line Item	Madera
Personnel Lines needed: 0	
Benefits	$0.00
Taxes	$0.00
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	$0.00
Supplies & Materials	$0.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
Other Lines needed: 5	
Rent for Safe House in Madera	$15,000
Consulting	$0.00
Transportation	$700.00
Food/Clothing for Clients	$0.00
Utilities for Safe House in Madera	$0.00
Subtotal Non-Personnel	$15,700.00
Total Personnel & Non-Personnel	$15,700.00
Indirect Costs	$0.00
TOTAL	$15,700.00
Number of Persons Served:	19
Cost per Individual	$826

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($10,000) WITH COMMUNITY ACTION PARTNERSHIP

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the Community Action Partnership of Madera County in the amount of $10,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Community Action Partnership of Madera County.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND COMMUNITY ACTION PARTNERSHIP OF MC

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as

EXHIBIT "B".

The total obligation of the City under this Agreement shall not exceed $10,000.00 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under

24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

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

provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient

who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20

10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals,

commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
COMMUNITY ACTION PARTNERSHIP OF Madera County
1225 Gill Avenue
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

COMMUNITY ACTION PARTNERSHIP OF Madera County:

By: _____
Community Action Partnership of Madera County

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A
2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: CDBG Housing Stabilization Program

II. APPLICANT: Community Action Partnership Madera County

III. PROJECT DESCRIPTION:

The project provides emergency housing to those individuals/households that have exhausted all other means to obtain housing. This program will also assist those that are hard to place due to a variety of circumstances such as domestic violence cases.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $10,000
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 7

VII. PROJECT QUARTERLY MILESTONES

Quarter	**Description of Anticipated Milestones**
Quarter 1 July - September	Staff to begin screening those in need of emergency housing.
Quarter 2 October - December	Staff to begin screening those in need of emergency housing.
Quarter 3 January - March	Staff to begin screening those in need of emergency housing.
Quarter 4 April – June	Staff to begin screening those in need of emergency housing.

Exhibit B

FY 2023-2024 Budget
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY INC.
Community Action Partnership of Madera County Inc.

Budget Line Item	Madera
Personnel Lines needed: 3	
Community Services Program Manager	$1,005
Housing Caseworker	$715
Data Entry Technician	$1,303
Benefits	$288
Taxes	$256
Subtotal Personnel	$3,567.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	$499
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 3	
Client Rental Assistance	$0
Client Lodging/ Shelter	$5,100
Indirect	$834
Subtotal Non-Personnel	$6,433.00
Total Personnel & Non-Personnel	$10,000.00
Indirect Costs	
TOTAL	$10,000.00
Number of Persons Served:	
Cost per Individual	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($25,000) WITH MADERA COUNTY ASSOCIATION OF REALTORS

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the Madera County Association of Realtors in the amount of $25,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Madera County Association of Realtors.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT 1AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA COUNTY ASSOCIATION OF REALTORS

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and MADERA COUNTY ASSOCIATION OF REALTORS, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $25,000 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements

under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

received from another source to conduct the same services covered by this Agreement.

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility

for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage

shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera County Association of Realtors
405 N. I St. Suite C
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

Madera County Association of Realtors:

By: _____
Madera County Association of Realtors

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Downpayment Assistance

II. APPLICANT: Madera County Association of Realtors

III. PROJECT DESCRIPTION:

The project helps new or returning buyers obtain home ownership by providing them with Down Payment Assistance grants. All monies received for this project go directly to the grants.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $25,000
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 5

VII. PROJECT QUARTERLY MILESTONES

Quarter	**Description of Anticipated Milestones**
Quarter 1 July - September	Begin accepting applications and prepare for selection of grant recipients and disbursement. Disburse grant monies in 2023.
Quarter 2 October - December	
Quarter 3 January - March	Notify membership about the Down Payment Assistance Opportunity so they can share with their clients/customers
Quarter 4 April – June	Provide up to date application to membership.

Exhibit B

FY 2023-2024 Budget
MADERA COUNTY ASSOCIATION OF REALTORS
Madera County Association of Realtors

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	$0
Taxes	$0
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	$25,000.00
Supplies & Materials	$0
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed:	
Subtotal Non-Personnel	$25,000.00
Total Personnel & Non-Personnel	$25,000.00
Indirect Costs	
TOTAL	$25,000.00
Number of Persons Served:	
Cost per Individual	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($30,000) WITH CITY OF MADERA PARKS DEPARTMENT

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks Department in the amount of $30,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City Parks Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA PARKS DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and CITY OF MADERA PARKS DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $30,000.00 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."**

The Subrecipient shall participate in evaluation of the program.

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes

of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Parks & Community Services Department
701 E. 5th Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

City of Madera Parks Department:

By: _____
City of Madera Parks Department

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Madera Seniors Nutrition & Recreation Programs

II. APPLICANT: Madera Parks & Community Services Department

III. PROJECT DESCRIPTION:

The project provides programs and services for the senior citizens of Madera. Seniors are defined as individuals 55 years of age and older. With the COVID-19 pandemic the congregate meal program was changed to a homebound delivered program. With restrictions lifting, PCS will reinstate the congregate meal program as well as recreation programs.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $30,000
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 5,750

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	1. Senior Meal Program: Implantation of a meal program at Frank Bergon Senior Center and the Pan-Am Community Center. to provide nutritious and balanced meals. 2. Exercise/Wellness Classes will provide opportunities to enhance good health benefits in a safe and fun environment. 3. Leisure/Educational Day Trip: The excursions will provide the participant with the opportunity to socialize, exercise through walking, education of new location/city, shop and enjoyment to promote a better quality of

Exhibit A

	life
Quarter 2 October - December	1.Technology Classes: Provide IT classes for participants on surfing the World Wide Web, social media and basic computer skills. This opportunity will help participants in the winter month to stay connected to outside sources, friends and family. 2. Partner with the Madera Food Bank and other food distribution agencies to conduct monthly food distribution at each senior center, as well as home brown bags for those seniors homebound during the winter months. 3. Leisure/Educational Day Trip (see description QT1)
Quarter 3 January - March	1. Create Lifelong Educational Classes (English Second language, Job Fair, Financial management, Fine Art, Fitness/Wellness evaluations, exercise and weight management (TOPS & WW) to support the benefits of lifelong learning and socialization. 2. Leisure/Educational Day Trip (see description QT1)
Quarter 4 April – June	1.Senior Health & Wellness Fair (40+ vendors, agencies, presentations, etc.) This event will cover all area of aging in one location. 2.Leisure/Educational Trip (see description QT1)

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B

FY 2022-2023 Budget
MADERA PARKS & COMMUNITY SERVICES DEPT.
Madera Parks & Community Services Dept.

Budget Line Item	Madera
Personnel Lines needed: 5	
Administrative Cost	
Staff Salaries	
Consultation Services	
Benefits	
Taxes	
Subtotal Personnel	
Non-Personnel	
Move-In Assistance	
Supplies & Materials	
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 5	
Senior Nutrition/Meals	$30,000
Program Supplies	
Transportation/Travel	
Training/Inservice	
Subtotal Non-Personnel	$0
Total Personnel & Non-Personnel	$30,000
Indirect Costs	
TOTAL	$30,000
Number of Persons Served:	
Cost per Individual	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($617,500) WITH CITY OF MADERA ENGINEERING DEPARTMENT

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the City of Madera Engineering Department in the amount of $617,500 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City Engineering Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT 1AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA ENGINEERING DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and CITY OF MADERA ENGINEERING DEPARTMENT , hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $617,500 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements

under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

received from another source to conduct the same services covered by this Agreement.

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility

for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage

shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera Engineering Department
428 E Yosemite Ave
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

City of Madera Engineering Department:

By: _____
City of Madera Engineering Department

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Madera Clinton Street Sewer & Water Project

II. APPLICANT: Madera Engineering Department

III. PROJECT DESCRIPTION:

The project provides critically needed repair, rehabilitation and replacement of deteriorating sewer mains and water lines in Clinton Avenue identified from the 2021 Sewer & Water Condition Assessment as high likelihood of failure due to age and condition. This work is prerequisite to a planned paving and sidewalk project.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $617,500
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 7

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Completion of Design Engineering and preparation of Plans, Specifications and Estimates for Bidding. Bid & Award Project.
Quarter 2 October - December	Complete construction.
Quarter 3 January - March	Closeout
Quarter 4 April – June	

Exhibit B

FY 2023-2024 Budget
CITY OF MADERA ENGINEERING DEPARTMENT
City of Madera Engineering Department

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	
Taxes	
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	$617,500
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed:	
Subtotal Non-Personnel	$617,500.00
Total Personnel & Non-Personnel	$617,500.00
Indirect Costs	
TOTAL	$617,500.00
Number of Persons Served:	
Cost per Individual	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($215,000) WITH CITY OF MADERA PARKS DEPARTMENT

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks Department in the amount of $215,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City Parks Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA PARKS DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and CITY OF MADERA PARKS DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $215,000.00 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."**

The Subrecipient shall participate in evaluation of the program.

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes

of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Parks & Community Services Department
221 Flume Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

City of Madera Parks Department:

By: _____
City of Madera Parks Department

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Madera Centennial Park Pool Complex

II. APPLICANT: Madera Parks and Community Services Department

III. PROJECT DESCRIPTION:

Centennial Park Pool Complex is in the John Wells Youth Center. The pool complex is in dire need of retile and replaster of the lap and diving pools, as well as additional improvement needs such as adding shade sails for high-temperature and UV protection for all users. The pool complex operates during an aquatics season typically from April to August.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $215,000
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 7,500

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Procurement process planning, finalized and published by September 30, 2023.
Quarter 2 October - December	Contract award and start date set. Goal of accomplishing improvement projects during the pool off-season winter months.
Quarter 3 January - March	Improvement projects completed by March 30, 2024, in anticipation of the 2024 summer aquatics season to begin April 2024.
Quarter 4	2024 aquatics season in effect with new improvements.

April – June	

Exhibit B

FY 2022-2023 Budget
MADERA PARKS & COMMUNITY SVCS DEPT.
Madera Parks & Community Svcs Dept.

Budget Line Item	Madera
Personnel Lines needed: 1	
Administrative Costs	$10,750
Benefits	
Taxes	
Subtotal Personnel	$10,750
Non-Personnel	
Move-In Assistance	
Supplies & Materials	
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 1	
Improvements/Materials	$204,250
Subtotal Non-Personnel	$204,250
Total Personnel & Non-Personnel	$215,000
Indirect Costs	
TOTAL	
Number of Persons Served:	
Cost per Individual	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($148,386) WITH CITY OF MADERA PARKS DEPARTMENT

WHEREAS, the City Council has considered approval of the 2023/24 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks Department in the amount of $148,386 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City Parks Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2023/24 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA PARKS DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2023, by and between the City of Madera ("City") and CITY OF MADERA PARKS DEPARMENT, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

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

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $148,386.00 in fiscal year 2023-2024. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2023, and shall end its performance June 30, 2024, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."**

The Subrecipient shall participate in evaluation of the program.

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

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes

of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Parks & Community Services Department
238 S D Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:	City of Madera Parks Department**:**
By: _____ Santos Garcia, Mayor	By: _____ City of Madera Parks Department
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By:_____ Hilda Cantú Montoy, City Attorney
Date: _____	Date: _____

Exhibit A

2023/2024
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Madera Bergon Senior Center Improvements

II. APPLICANT: Madera Parks and Community Services Department

III. PROJECT DESCRIPTION:

The project provides safety improvements to enhance the services and overall provision of a beneficial experience to seniors who participate in Aging Services programming. Improvements needed include internal and external upgrades both for safety, as well as accessibility.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $148,386
B. Projected Completion Date: June 2024

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 4,200

VII. PROJECT QUARTERLY MILESTONES

Quarter	**Description of Anticipated Milestones**
Quarter 1 July - September	Procurement process planning
Quarter 2 October - December	Procurement bidding documents released with deadline of December 15, 2023 for submittals.
Quarter 3 January - March	Purchase orders, contracts, agreements and/or applicable procurement process finalized to begin construction and installation phase by March 1, 2024.

Quarter 4 April – June	Construction and installation of improvement components to be completed by June 30, 2024.

Exhibit B

FY 2022-2023 Budget
MADERA PARKS & COMMUNITY SVCS DEPT.
Madera Parks & Community Svcs Dept.

Budget Line Item	Madera
Personnel Lines needed: 1	
Administrative Costs	
Benefits	
Taxes	
Subtotal Personnel	
Non-Personnel	
Move-In Assistance	
Supplies & Materials	
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 1	
Improvements/Materials	$148,386
Subtotal Non-Personnel	$0
Total Personnel & Non-Personnel	$148,386
Indirect Costs	
TOTAL	$148,386
Number of Persons Served:	
Cost per Individual	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

REPORT TO CITY COUNCIL

Approved by:

_____
Keith Helmuth, P.E., Department Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: D-1

SUBJECT:

1. Engineer's Report For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 For Fiscal Year (FY) 2023/24

2. Resolution Of Intention To Levy And Collect Annual Assessments For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2023/24 And Setting Date For Public Hearing

RECOMMENDATION:

1. Adopt a minute order approving the Engineer's Report as filed or with modifications as identified by the City Council (Council) during this meeting.

2. Adopt Resolution of Intention to levy and collect proposed annual assessments for all City-Wide Landscape and Lighting District Zones of Benefit referenced in the Engineer's Report for FY 2023/2024 or as may be amended and set June 7, 2023, as the public hearing date to consider the Proposed FY 2023/2024 Assessments for City Wide Landscape and Lighting District Zones of Benefit.

SUMMARY:

Government Code Sections §22620-22631, including the Streets and Highway Code (Code), require the City to undertake proceedings for each fiscal year during which an assessment is to be levied and collected within its existing landscape assessment district. There are 80 active Zones of Benefit (Zones) within the Citywide Landscape and Lighting District (LMD). A Zone Location Map is included in Attachment 1.

Each year, Zones are identified that are generating less assessment revenue than is required to fund needed maintenance activities adequately. To resolve this situation, assessments should be increased in conformance with the requirements of the Streets and Highway Code and Proposition 218, when applicable. Regardless of a Proposition 218 election being held, Council must:

- First, approve an Engineer's Report
- Then adopt a Notice of Intent to levy assessments.
    - Along with the Notice of Intent, the Council will set a date for a public hearing where affected residents may voice opposition or support for the recommended assessment changes.

Where proposed increases in the assessments exceed amounts specified in previously recorded covenants, or if there were no covenants, Proposition 218 requires that an election be held where voters decide whether to approve the increase. When an election occurs, the outcome is determined entirely by the owners who correctly complete and return ballots to the City; a simple majority of returned ballots dictates the outcome for or against the increase.

Council may recall that Proposition 218 elections were held last year for 28 Zones. However, all Zones failed to reach a majority vote in favor of increases. As such, no increases were authorized for these Zones. Given the reluctance of property owners to vote in favor of increasing assessments and the cost in staff time for a very low probability of success, staff recommends that Proposition 218 elections and associated hearings not be conducted this year. Instead, staff proposes to seek input from Council at a separate LMD Funding Meeting as to their preferred approach to funding zones in future years. It is staff's opinion that given the effort required to conduct the elections each year, Council may wish to discuss alternative approaches to assessments and/or maintenance levels associated with those assessments. Generally, the topics for consideration would include:

- Should Proposition 218 elections occur in future years? If so, at what frequency: all Zones, a certain number per year, or only those with the most significant deficit?

- If Proposition 218 elections are conducted and fail, should failed Zones receive full maintenance efforts or be reduced to match the level of funding? This approach of reducing maintenance efforts has occurred in the past. As expected, staff and Council received complaints when landscape quality was visibly lowered because of reduced maintenance. Currently, Parks Department has indicated that maintenance efforts are not being curtailed at any Zone to match reduced revenue.

Following the public hearing, the Council may order changes in any of the matters addressed in the Engineer's Report subject to such changes not exceeding the limits of existing covenants or the results of the Proposition 218 hearings if Proposition 218 elections are conducted. If there is a majority vote against the levy of an annual assessment as part of a Proposition 218 election where such an assessment represents an increase from any previous year and is also outside the terms of an applicable covenant for that Zone, the proposed increase in the assessment must be abandoned. The assessment amount then reverts to the previous year's assessment amount where no covenant exists or is adjusted to be consistent with the maximum assessment allowed for the covenant recorded for the property. If, as part of a Proposition 218 election, a majority vote in support of the assessment is received, the Council may adopt a resolution confirming the diagram and assessment. The adoption of the resolution will constitute the levy of an assessment for FY 2023/2024.

DISCUSSION:

On July 1, 2015, Parks staff began maintenance of the 80 LMD Zones created by the City. A private company had previously maintained most Zones under contract with the City.

This decision was made primarily to raise the quality of maintenance. It was also anticipated that this decision, together with additional direction provided by the Council (See Attachment 2), would result in less fluctuation in the cost of maintenance from year to year and a corresponding reduction in Proposition 218 elections. The assessments presented in this year's Engineer's Report reflect staff's recommendation based on Council's prior direction, recent opinions from the City Attorney's office, and several controlling factors that include:

1. Staff's experience in maintaining and managing each of the 80 Zones.
2. The amount of assessment revenue being generated relative to the maintenance cost in each Zone.
3. Staff's approach to maintenance and management moving forward.

Staff Experience

To date, full funding necessary to maintain landscaping at the proper level has yet to be achieved in 70 of the 80 Zones. The Parks Department indicates that maintenance efforts are not currently reduced to match funding. Given this, Parks staff would have a reasonable understanding of the efforts of maintaining each Zone or combination when they overlap each other. Based on records, Parks staff could therefore translate this effort level into costs.

Moving Forward

Staff is mindful that residents are critical of the cost of maintaining landscaping. History suggests that residents will reject an increase in assessments, regardless of how large or small the increase may be or how important it is to the visual appeal of the landscaping. As such, a request for additional revenue through a Proposition 218 process is not a guarantee.

This Engineer's Report and the Park's Department approach incorporate the expectation that assessments should provide value in how landscape areas look and are perceived. This is true even when sufficient funding is unavailable to provide service at recommended levels. Given this expectation, a series of questions might logically be asked:

- **What is the Plan?**
  Flexibility and a five-year accounting plan. Staff utilizes a five-year plan to understand where costs and funding are heading. The five-year plan does not and will never remove the need for Proposition 218 elections if the City continues to pursue full funding from property owners. But it does aid in anticipating them, smoothing the magnitude or degree of assessment increases.

- **How is maintenance affected when there are insufficient funds?**
  When a funding bump in the road is evident and is directed by Council to reduce maintenance efforts, staff can seek to lower costs in several ways, except for situations that might impede public safety. This typically begins with the least obvious measures to residents and expands those measures as necessary. The first actions might be to reduce or eliminate tree trimming, reduce water and mowing or trimming in a complimentary fashion, etc. This has been referred to in a past report as demand-responsive maintenance.

- **Does the plan change based on existing funding?**
  The overarching goal is to always work within available funding. There is always a point at which a certain percentage reduction in funding exhibits itself in a way that must be addressed and will eventually lead to a Proposition 218 election or the need to fund through the General Fund. As indicated, staff is not reducing maintenance efforts at any Zone. But if directed by Council, staff will pursue Proposition 218 as has been the past practice.

- **Can significant increases to assessments be avoided entirely?**
  Unlikely. The Code, as staff knows it, has the city boxed into a situation where over or undershooting expenses relative to funding can trigger requirements to reduce assessments. When this occurs, there is no simple tool to bring them back up when needed without a Proposition 218 election. Overcoming this shortfall can cause a slingshot effect that requires other steps to avoid it starting all over again. When staff identifies methodologies that may be beneficial to the management of this program, they will coordinate with the City Attorney to determine if they conform with the Code. This is addressed in a little greater detail based on the factors and previous Council direction described in Attachment 2.

While dropped for several years, last year's Proposition 218 elections have highlighted the consequences of failed Proposition 218 elections wherein there appear to be only two available options to address the results of a failed election as operational losses cannot be carried forward:

A. Reductions in service and quality, or
B. Contributions by the General Fund.

Also noteworthy, the LMD program has been expanding rapidly in the last several years because of significant growth within the city. This expansion, along with other non-LMD maintenance demands on staff, is placing a more substantial maintenance burden on a workforce that has remained fixed in personnel and equipment.

Even with these challenges, staff feels comfortable stating that overall maintenance quality is higher than when private contractors performed maintenance. Looking toward future years, and based on the interpretation of applicable laws, there will be an increasing need for Proposition 218 elections if Council desires to continue placing the burden of maintenance where it has historically been directed due to property owners entering into landscape covenants.

Operational Losses

As a result of the most recent results of Proposition 218 elections, the City Attorney was consulted regarding the accumulation of operational losses. Based on the opinion from the City Attorney, negative fund balances older than the current FY (2022/23 in this case) at the time the following year's Engineer's Report is being prepared cannot be carried forward. Meaning the City cannot attempt to levy assessments with the intent to recuperate the losses occurring in FY 2021/22 or before. Based on this opinion, all negative fund balances prior to the most recent fiscal year have been zeroed out; this amounts to an operational loss of $65,915.27. The General Fund will absorb this loss.

Specific Factors Affecting the Assessment Calculation

Several specific factors are reflected in the proposed FY 2023/24 Engineer's Report. Examples of these factors include estimated operating and administrative expenses in each Zone, recommended reserve amounts for cash flow, and allowances for semi-regular expenses like tree trimming. Each of these factors plays a part in the proposed assessment. In prior years, Council has provided direction on addressing these factors. A summary discussion of the various factors is included in Attachment 2 to this report.

Accounting of the Zones

Based on the current assessments allowed by existing covenants and previous adjustments to assessments, revenue is projected to be approximately $460,231.02, and expenses at $559,861.05. When accounting for only those Zones where expenses exceeded revenue, there is a projected shortfall of $41,896.55 for FY 2023/24 to be funded by the General Fund or through reductions in maintenance quality. When accounting for the estimated shortfall for the current FY 2022/23 of $27,627.12, it is anticipated a total shortfall of $69,523.67 that will be funded by the General Fund or through reductions in maintenance quality.

Without adjustments associated with successful Proposition 218 elections or reductions in maintenance, this shortfall will increase in future years as expenses continue to rise.

When accounting for individual Zones where a deficit is anticipated, the General Fund is projected to cover approximately $69,523.67 in expenses, as alluded to above. Over time, this value can be reduced through the following efforts:

- Parks reduce the effort expended to match revenue as best as possible.
- Continue to conduct Proposition 218 hearings to attempt securing approval from property owners to increase funding to the point that matches expenses for their respective Zones.

Attachment 2 illustrates some of the factors involved with calculating assessments.

Table 1 summarizes some of the key aspects of this process:

Table 1: *FY 2023/24 Assessment Metrics*

Metric	*Amount*
Total Revenue	$460,231.02
Total Expenses	$559,861.05
Projected Operational Budget Deficit for FY (22/23)	($27,627.12)
Projected Operational Budget Deficit for FY (23/24)	($41,896.55)
Projected Operational Budget Deficit for FY (22/23) and 23/24	($69,523.67)
Average Assessment per Parcel	$73.23
Zones Where Expenses Exceed Revenue[1]	70
Zones With Assessment Increase[2]	13
Zones with Assessment Less Than $80	51
Zones with Assessment $80-100	11
Zones with Assessment $100-150	10
Zones with Assessment $150-200	5
Zones with Assessment $200-300	1
Zones with Assessment Greater than $300	2

[1] Of these zones, 52 still have a surplus fund balance
[2] Where an increase in assessment is permissible within the bounds of the original covenant.

FISCAL IMPACT:

The General Fund will cover operation losses of $65,915.27 that have accrued prior to FY 2022/23.

The General Fund will cover operational losses of $27,627.12 anticipated to accrue in 2022/23.

ALTERNATIVES:

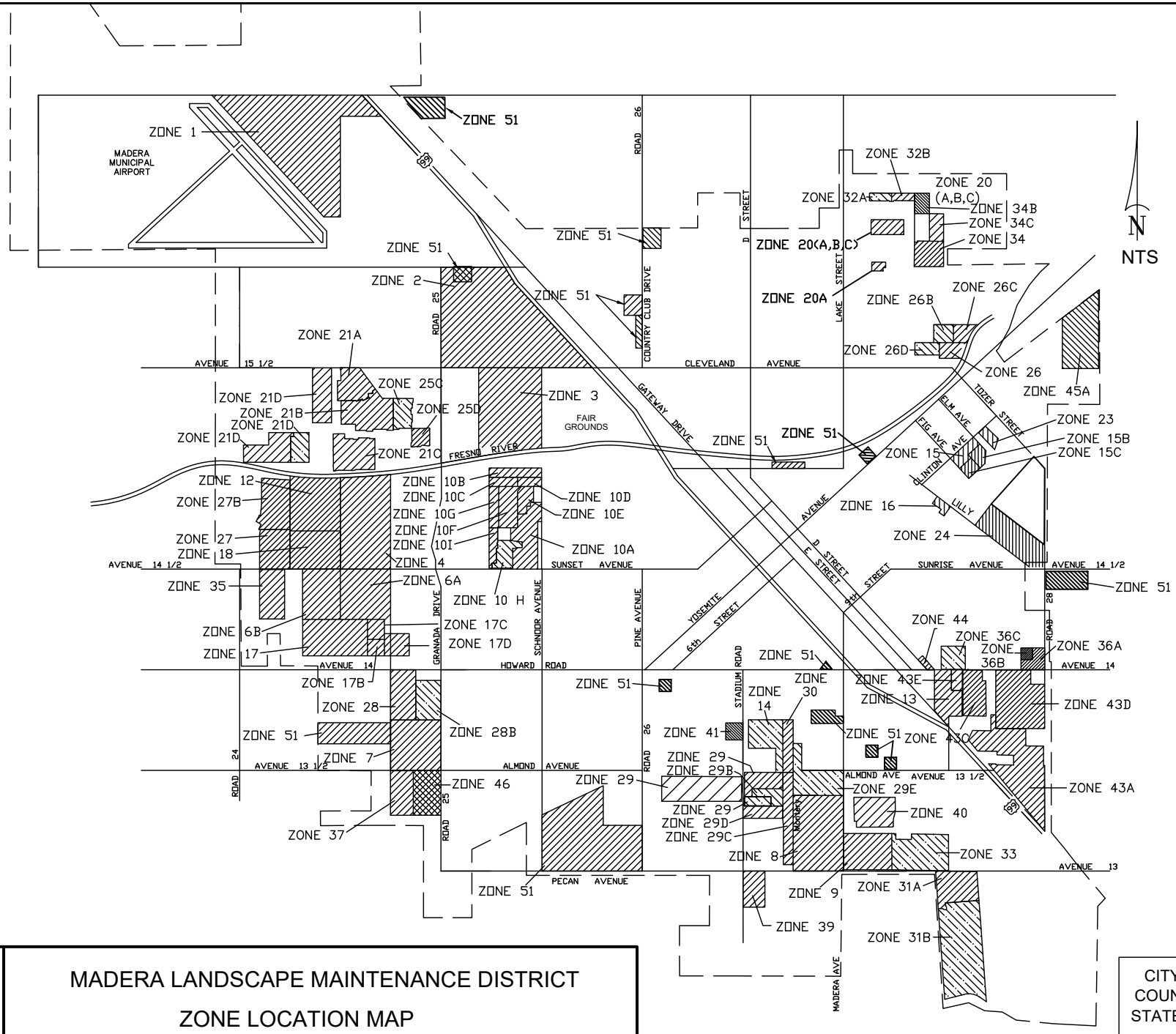
Adjust individual or multiple Zones – Each adjustment results in changes that may be carried forward in future years in varying ways.

ATTACHMENTS:

1. LMD Maps
2. LMD Cost Assessment Factors
3. Resolution

Attachment 1

LMD Maps



MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. JUNE 2020

Attachment 2

LMD Cost Assessment Factors

- *Use of Fund Balance*. Beginning in Fiscal Year (FY) 2012/2013, an analysis of available fund balances in many Zones indicated that assessments could be temporarily reduced or eliminated in those Zones while the fund balances were brought down to appropriate levels which better approximated actual expenses. In some cases, these reductions still need to continue. In others, the fund balances have been reduced appropriately, and the assessments have previously been or will be reset at a level where they equal expenses.

- *Unsuccessful Assessment Increase.* Where Proposition 218 hearings fail to increase assessments, Parks attempts to reduce the level of maintenance to a point commensurate with available funding.

- *Tree Trimming*. Where funding is available, one-fourth of the trees in a Zone are trimmed annually. For those Zones that did not approve increases to assessments, tree trimming represents the first maintenance item to be removed; the assumption being that trees represented less of a visual impact than un-mowed grass or un-trimmed bushes. As discussed in the body of this report.

- *Water Usage Costs*. The water usage fee is included in the recommended Engineer's Report based on the square footage of landscaping within each Zone. As previously noted, this fee will transition to a metered cost in all Zones as meters continue to be installed at the various water service locations. At present, it appears as though 35 Zones of the total 80 are now metered. Five (5) are partially metered, and ten (10) are unmetered. The status of the 30 remaining Zones is unknown at present. Continuation of these installations will be based on the available budget within the Water Fund.

- *Reserve for Cash Flow*. This reserve may be held per Section 22569 of the Streets and Highways Code. The maximum amount (accrual) and defined target for the Zones is equivalent to the estimated costs of maintaining the Zones between July 1 and December 10. The maximum amount would be accrued over the course of as much as 5 years to reduce the magnitude of recommended assessment increases when they do occur. Prior to this reserve going below zero in any given year, a Proposition 218 Hearing should be implemented to increase assessments. Staff's approach to this has been expanded this year based on additional positive reviews of the Streets and Highways Code.

Attachment 3

Resolution

RESOLUTION NO. 23-_____

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2023/24 AND SETTING DATE FOR PUBLIC HEARING

WHEREAS, the City Council has heretofore, provided for the formation of a City Wide Assessment District pursuant to the Landscape and Lighting Act of 1972 (the "Act") and provided for the inclusion of Zones 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 into said District; and

WHEREAS, the City Council initiated proceedings to levy annual assessments for the above-referenced zones and directed the City Engineer to prepare and file his report with the City Council as required by Streets and Highways Code Section 22565 et seq.; and

WHEREAS, the City Engineer has prepared an Engineer's Report which has been filed with the office of the City Clerk for submission to the City Council, setting forth a full and detailed description of the improvements, the boundaries of the assessment district, the zones of benefit therein and the proposed assessments upon assessable lots and parcels of land within the District to which reference is hereby made for full particulars. The boundaries of the zones of benefit within the city-wide assessment district and the improvement therein are as generally described in the Engineer's Report; and

WHEREAS, the City Council approved the Engineer's Report on May 17, 2023; and

WHEREAS, adjustments to assessments reflect the increasing costs of landscaping, administrative overhead, and the goal of a 5-year fund balance that attempts to maintain a steady fund balance; and

WHEREAS, the City Council is required to set a hearing where all interested persons shall be heard on the question of the levy and collection of the proposed assessments.

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 Engineer's Report has been prepared and has been filed with the office of the City Clerk for submission to the City Council and has been approved by the City Council.
3. It is the intention of the Madera City Council to levy and collect assessments for the 2023/2024 fiscal year in accordance with that determined in the Engineer's Report for City Wide Landscape and Lighting District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for Fiscal Year 2023/24.
4. The Landscape and Lighting District Zones of Benefit which generally include but are not limited to park strip and median landscaping are in general conformity to those originally formed and no changes have been made or are proposed to these improvements as part of this action.
5. A Public Hearing shall be held at a regular meeting of the Madera City Council on June 7, 2023, at 6:00 p.m. in the City Council Chambers located at 205 W. 4th Stret, Madera, CA for all interested persons to be heard on the question of the levy and collection of the proposed assessments and for the Council to consider the Proposed Fiscal Year 2023/2024 Assessments for the above-referenced Zones.
6. A 10-day public hearing notice shall be published in the Madera Tribune advertising the date, time, and place of the June 7, 2023, hearing date.
7. Written protests may be filed with the City Clerk at any time prior to the conclusion of the hearing. A written protest shall state all grounds of objection and shall contain a description sufficient to identify the property owned by the protesting person or persons.
8. This resolution is effective immediately upon adoption.

* * * * *

REPORT TO CITY COUNCIL
Late Distribution Notice

DATE: May 11, 2023

TO: Mayor and City Council Members

FROM: Marcela Zuniga, Grants Administrator

SUBJECT: May 17, 2023 City Council Meeting
Late Distribution Report for Item D-2

Additional time is needed to complete, review, and finalize the report for Item D-2: Agreement with RRM Design Group for Architectural and Engineering Design Services on the Intermodal Transit Center, the report will be distributed as soon as it is available. Thank you for your understanding.

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: D-2

SUBJECT:

Agreement with RRM Design Group for Architectural and Engineering (A/E) Design Services on the Intermodal Transit Center

RECOMMENDATION:

Adopt a Resolution approving an agreement with RRM Design Group to provide engineering and architectural services for the Madera Intermodal Transit Center renovation in the amount of $285,961 plus a 10% contingency amount for potential extra services.

SUMMARY:

The City released a Request for Proposals (RFP), No. 202223-17, soliciting bids to provide engineering and architectural services for the renovation of the Madera Intermodal Transit Center on March 18, 2023. The RFP was posted on the City's website and published in the Madera Tribune. The proposal was sent to all 40 firms that were registered with the City on PlanetBids. An additional 250 firms received notification through PlanetBids.

A required pre-proposal site visit was held on April 4, 2023. Only one firm representative attended this site visit. The bid proposal was received from RRM Design Group on April 27, 2023. The proposal was reviewed by staff at an evaluation meeting held on May 2, 2023. Staff determined the proposal submitted by RRM Design Group meets all the RFP requirements.

It is worth noting that RRM Design Group designed Fire Station 58.

DISCUSSION:

The Intermodal Transit Center is located at 123 E Street. It previously housed the City's Transit Operator until the new Madera Transit Center opened in April 2020. Currently, the facility is

occupied by Madera Cab Company and serves as a pickup and drop-off location for Greyhound, Madera County Connection, and Madera Metro. The purpose of this RFP is to receive plans for the renovation of the Madera Intermodal Transit Center. The designs will include the following:

1. Convert the North Wing (Attachment A) into a waiting area for transit passengers.
2. Provide office space for staff, including a front desk receptionist.

The renovation designs were required to include structural, mechanical, electrical, plumbing, site/civil engineering services, energy modeling/analysis, technology, and security integration/management. The Intermodal serves as a transfer hub for Madera Metro; thus, designs were also required to include exterior improvements such as lighting, signage, and landscaping.

Scope of Work

The firm selected had to provide full A/E design services for the project. The design services include:

3. Prepare renovation plans for the office building, including structural, electrical, mechanical, plumbing, communications, and security elements.
4. Prepare perimeter improvements for vehicle access, pedestrian safety, and landscaping.
5. Evaluate the use of solar panels to be placed on the building at a future date.
6. Conduct weekly progress meetings with City staff to review project status. Firm shall revise site design plans as requested by City. The design plans shall have submittals at 30, 50, 90, and 100 percent final design (the proposal must include a draft timeline highlighting submittals).
7. The Final Design shall contain architectural and engineering construction drawings, including all details, materials, finishes, fixtures, and site work required.
8. Provide an engineer's estimate for all proposed renovations and improvements.
9. Provide for all printing and reports, and plans for City staff review and acceptance.

Standards and Specifications

The existing project area of the Intermodal Transit Center is approximately 1,400 square feet. Attachment A contains details on the project area. The project area is separated by a breezeway with East and West entrances. The design includes:

1. Renovation of restroom with the replacement of flooring, bathroom and lighting fixtures, partitions, and paint.
2. Renovation of the passenger waiting area with the replacement of flooring, interior lighting fixtures, countertops (receptionist area), exterior and interior doors, awnings, and electrical/ auxiliary outlets for wall-mounted entertainment.

3. Reconfigure the office area to accommodate six or more personnel (removal and extension of walls).
4. Addition of an employee break area with a kitchen/ break area with a sink, refrigerator, microwave, counter, and shelving for office personnel.
5. Furniture design layouts for passenger and office areas.
6. Exterior improvements to the sidewalk, landscaping, parking lot, and lighting.
7. Parking lot enhancements for improved safety of vehicle entrance and existing and pedestrian crossing.
8. Preliminary options for Greyhound bus parking (pickup and drop-off).
9. The project also calls for improved landscaping and signage from the Intermodal Center to the Esperanza Village, as seen in Attachment B.

Cost Proposal and Timeline

The RRM proposal (Attachment C) for the requested services begins the design process immediately upon Council approval, with an expected completion date of September 18, 2024. The RRM project cost proposal is $285,961 (Attachment B of Exhibit 1). It includes four project phases:

1. Phase 1 – Project Initiation and Architectural and Structural Review
2. Phase 2 – Schematic Design
3. Construction Documents
4. Construction and Project Completion

An Affordable Housing and Sustainable Communities (AHSC) grant awarded to the City obligated approximately $288,000 towards this project. Additionally, Council recently approved (Resolution No. 23-48 on April 19, 2023) the appropriation of $75,000 for facility improvements at the Madera Transit Center of Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) funds. If the design proposal is approved by Council, the PTMISEA funds will be used first to prevent these funds from expiring when these funds sunset on June 30, 2023. Staff will be returning to Council as part of the FY 2023/24 budget process to appropriate the remaining AHSC funds.

FINANCIAL IMPACT:

Transit expenses and personnel time is expended through Local Transportation Funds and other Transit-related grants, which are Federal, State, and Local Funds. The Agreement with RRM Design Group for Architectural and Design Services n on the Madera Intermodal Transit Center renovation will be paid for with PTMISEA and AHSC funds and will not impact the City's General Fund.

ALTERNATIVES:

As an alternative, Council may:

1. Not approve the proposed Agreement.
2. Direct staff to re-release RFP for A/E Design Services.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1 to Resolution - Professional Services Agreement with RRM Design Group
2. Attachment A – Intermodal North Wing (Project Area)
3. Attachment B – Route from Intermodal Transit Center to Esperanza Village
4. Attachment C – RRM Design Group Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE RENOVATION OF THE INTERMODAL TRNSIT CENTER WITH RRM DESIGN GROUP IN THE AMOUNT OF$$285,961 AND 10% CONTINGENCY AMOUNT FOR POTENTIAL EXTRA SERVICES

WHEREAS, CITY plans to renovate the Madera Intermodal Transit Center, hereinafter called "Project"; and

WHEREAS, CITY needs the services of a professional engineering firm to provide architectural and engineering management services for the Project and the City engaged in a Request for Proposals (RFP) process thereon; and

WHEREAS, RRM Design Group is qualified and certified to provide the required professional architectural and engineering management services and is knowledgeable of the principals and practices of the industry associated with the design; and

WHEREAS, CITY desires to enter an agreement with RRM Design Group for such professional engineering design services.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the agreement for Architectural and Design Services for the renovation of the Madera Intermodal Transit Center with RRM Design Group which is attached hereto and incorporated by reference as Exhibit 1.
3. This resolution is effective immediately upon adoption.

*****

Exhibit 1

AGRREMENT FOR SERVICES
BETWEEN
CITY OF MADERA
AND
RRM DESIGN GROUP

This Agreement for Architectural and Engineering Design Services for the City of Madera of Madera Intermodal Transit Center, Request for Proposal (RFP) No. 202223-17 ("Agreement") is made and entered into this 17th day of May 2023, between the City of Madera, a

municipal corporation of the State of California, hereinafter called **"CITY",** and RRM Design Group hereinafter called **"CONSULTANT."**

RECITALS

WHEREAS, CITY plans to renovate the Madera Intermodal Transit Center, ('Project') ; and

WHEREAS, CITY needs the services of a professional engineering firm to provide architectural and engineering management services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional architectural and engineering management services and is knowledgeable of the principals and practices of the industry associated with the design; and

WHEREAS, CITY desires to enter this Agreement with CONSULTANT for such professional engineering design services.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, CITY and CONSULTANT agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT:

CONSULTANT will provide professional architectural and engineering management services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional architectural and engineering management services as set forth in Exhibit A, "Scope of Work," attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work which is attached and incorporated by reference as **EXHIBIT A** .

4. **CITY'S OBLIGATIONS**

The CITY shall provide the CONSULTANT with the following:

a. Provide a Project Manager to work with CONSULTANT;

b. Review all submittals timely;

c. Pay all fees for permits.

5. COMPENSATION

The total compensation for the work tasks itemized in **EXHIBIT B,** "Fee and Hourly Rate Schedule" is $285,961.

CITY and CONSULTANT agree on the rates shown in **EXHIBIT B**, "Fee and Hourly Rate Schedule", and agree that they will remain in effect until the date of expiration of Agreement

indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in **EXHIBIT B**.

6. **PAYMENT:**

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the Project Manager in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget; provided, however, the Project Manager authority is limited to expenditures not to exceed the amount of $28,956.

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records, and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices,

materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

Without limiting CONSULTANT'S indemnification of CITY, 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 CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **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 CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. CONSULTANT shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of

the CITY, it's officers, agents, employees, and volunteers.

- $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 proposal.

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 CITY certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CITY prior to commencement of performance. Current evidence of insurance shall be kept on file with the CITY at all times during the term of this Agreement. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an

assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow 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 CITY 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 CITY to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CITY, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CONSULTANT maintains higher limits than the minimums required above, the CITY 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 CITY with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the CITY. The CITY reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the CITY'S Risk Manager.

Timely Notice of Claims

CONSULTANT shall give the CITY 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.

10. <u>OWNERSHIP OF DOCUMENTS</u>:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in **EXHIBIT C**, Schedule which is attached and incorporated herein by reference.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement on or before September 30, 2024 ('Expiration Date'). The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90-days in advance of expiration, for a period not to exceed one __1__ additional one-year extensions. Any extension requiring increased compensation will require approval by the City Council.

12. TERMINATION OF AGREEMENT:

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, CONSULTANT 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 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, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT.
2. A failure by CONSULTANT to comply with any material term of this Agreement.
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT 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 CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. <u>APPROVAL:</u>

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. <u>HOLD HARMLESS</u>:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are

responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify CITY for its own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or CITY for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

15. <u>RESPONSIBILITY FOR OTHERS</u>:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. <u>PROFESSIONAL RESPONSIBILITY</u>:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'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 venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and 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, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno, CA. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected 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 in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

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.

24. CONSULTANT'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT 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 board of directors and 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 CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA	**CONSULTANT**
Attn: Marcela Zuniga	RRM Design Group
205 W. 4th Street	3765 South Higuera St. Ste. 102
Madera, CA 93637	San Luis Obispo, CA
Phone: 559-661-3692	Phone: (805) 543-1794
Email: mzuniga@madera.gov	Email: mlscott@rrmdesign.com

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * * *

CITY OF MADERA

By: _____
Santos Garcia, Mayor

CONSULTANT- RRM Design Group

By: _____
Mike Scott, LEED AP

_____
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Exhibits:
Exhibit A - Scope of Work
Exhibit B - Fee and Hourly Rate Schedule
Exhibit C – Schedule

Exhibit A
Scope of Work

SCOPE OF WORK STATEMENT

RRM Design Group believes that a thorough, well-structured approach and work plan, developed early and with consensus agreement, results in not only successful products, but successful projects throughout the design and construction process. We have broken down our work plan into the following significant phases and tasks based on our understanding of the stakeholder needs, project demands, and jurisdictional requirements. We have also proposed a team and support staff comprised of expertise, familiarity with the project, and the City to meet the work plan and schedule provided in the RFQ and articulated in our response.

SCOPE OF WORK SECTIONS

PHASE 1: KICKOFF AND VERIFICATION
Task 1.0: Project Initiation and Administration
Task 1.1: Existing Condition Verification and Site Survey

PHASE 2: SCHEMATIC DESIGN (30%)
Task 2.1: Schematic Design

PHASE 3: CONSTRUCTION DOCUMENTS (50%, 90%, 100%)
Task 3.1: 50% Design Development Documents
Task 3.2: 90% Construction Documents
Task 3.3: Permitting

PHASE 4: BIDDING AND CONSTRUCTION ADMINISTRATION (RECOMMENDED)
Task 4.1: Bidding
Task 4.2: Construction Administration
Task 4.3: Record Drawing and Project Closeout

OPTIONAL TASKS
Task O.1: 5th and C St.



PHASE 1: KICKOFF AND VERIFICATION

Task 1.0: Project Initiation and Administration
Develop and maintain a focused project execution process, so the schedule doesn't slip and resources are used efficiently.

RRM will work with the City to get the project moving quickly and maintain the momentum moving forward. We start with a kickoff meeting focused on developing a consensus project understanding for key stakeholders. This culminates in a consensus-driven goals and objectives statement, aligned project milestone schedule, identified project risks and established 'rules of engagement.'

RRM will provide bi-weekly status updates and coordination meetings, including schedule updates, weekly accomplishments, upcoming activities, needs/dependencies from the City, and track open issues.

Deliverables:
- *Project goals and objectives statement*
- *Project schedule (level-3/4 design schedule, level-2 construction schedule)*

Meetings:
- *One (1) kickoff meeting with the City project stakeholder team*
- *Bi-weekly status updates and coordination meetings – one half (1/2) hour (conference call, 20 weeks)*

Client Participation:
- *Identify and coordinate meetings with key stakeholders*

Task 1.1: Existing Condition Verification and Site Survey
Observe and document existing site conditions, so that design can respond to physical and regulatory constraints and risks (and costs) can be avoided or mitigated.

RRM will investigate the existing site conditions, building, and overlying regulatory conditions. Assessment will include: architectural and accessibility requirements; structural deficiencies, electrical impacts and conditions; and mechanical and plumbing impacts and conditions. These will be documented as as-built verification base plans, existing building assessments, and conceptual replacement plans. Together with direction from the City, these will form the basis for the plan for reconstruction or replacement.

Deliverables:
- *Topographic site survey*
- *Updated base files of existing building (necessary for areas of improvement only)*
- *Existing building assessment*

Meetings:
- *One (1) existing condition site verification visits*

Client Participation:
- *Coordinate site access availability*
- *Field material testing, if needed*
- *Provide existing as-built documentation*

PHASE 2: SCHEMATIC DESIGN (30%)

Task 2.1: Schematic Design

Document project understanding and primary scope graphically and outline performance requirements, so stakeholders can clearly articulate and validate the project understanding.

With the completion of the existing condition verification phase, RRM will prepare a complete schematic design package for City review and verification of major scope elements for all trades.

Deliverables:

- *Schematic design drawing package (architecture, civil engineering, MEP, and landscape architecture)*
- *100% schematic design budget estimate*

Meetings:

- *One (1) schematic design review meeting*

Client Participation:

- *Attendance and coordination for review meetings*
- *Assistance with preparation and processing of planning applications, if needed*

PHASE 3: CONSTRUCTION DOCUMENT

Task 3.1: 50% Construction Documents

Determine and integrate major building systems and equipment to be clearly defined and coordinated with other integral systems. Clearly express the design intent so that the project can be reviewed and bid with accuracy.

We will clearly express the design intent so that the project can be reviewed and bid with accuracy. Based on the schematic design documents and project budget, RRM and our consultant team will develop the project's building systems and site improvements. The architectural and engineering team will design and lay out the basic engineering systems in the design development subtask. Construction cost estimates will be prepared to reflect the information developed in this task. Decisions in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long-term costs, sustainability, and other priorities identified in the program. We recommend a careful analysis at this stage to develop the most energy-efficient design possible.

Deliverables:

- *50% construction documents drawings*
- *50% construction documents outline specifications*
- *50% construction documents budget estimate*

Meetings:

- *One (1) preliminary code review meeting with City Building Department (teleconference)*
- *One (1) 50% construction documents review meeting (teleconference)*

Client Participation:

- *Provide design and equipment standards*

Clearly express the design intent so that the project can be reviewed and bid with accuracy.

Based on the 50% construction documents and client review comments, drawings, and specifications, RRM and our subconsultants will prepare the final construction documents for permitting and bidding.

Deliverables:

- *90% construction documents drawings*
- *90% construction documents specifications*
- *90% structural calculations*
- *90% construction documents budget estimate*

Meetings:

- *One (1) meeting to review progress (teleconference) (if needed)*
- *One (1) meeting to review City team comments on the 90% construction documents*

Client Participation:

- *Provide Standard Division 1 and General Condition specifications*

Task 3.3: Permitting

Thorough and responsive submittal and correction process so that we ensure timely compliance.

RRM will submit the 90% construction documents to the City Building Department for plan check review at the end of the construction document task. RRM will respond to the plan, check comments received in writing and prepare documentation to achieve permit-ready status. During this task, 100% modifications to the documents may also occur as a result of City team review comments and RRM's in-house QA/QC final review. RRM will incorporate the City agency plan check, RRM in-house QA/QC, and City review comments into the 100% construction document set for the project bidding process.

Deliverables:

- *100% construction documents, supplemental information, and application assistance*

Meetings:

- *One (1) meeting for submittal overview to the building department (teleconference)*

Client Participation:

- *Application, fee payment and submittal of permit set*

PHASE 4: BIDDING AND CONSTRUCTION ADMINISTRATION (RECOMMENDED)

Task 4.1: Bidding

Support an efficient, clear, fair bidding process with the City and contractors.

RRM and our subconsultants will assist the City during the bidding phase by participating in a pre-bid conference, evaluating and advising the City regarding substitution requests, and responding to questions from prospective bidders in the form of an addendum.

Deliverables:

- *Respond to bidder questions*
- *Prepare up to three (3) addendums (as needed)*
- *Conformance set of construction documents*

Meetings:

- *One (1) pre-bid conference with prospective bidders*
- *One (1) bid opening and evaluation meeting (conference call)*

Client Participation:

- *Attendance and administration of the pre-bid conference*
- *Administration of the bid process and document distribution*
- *City to provide division 00 and 01 specifications*
- *City will conduct bid opening meeting*

Task 4.2: Construction Administration

Assure and support the execution of a quality project that meets the design and performance intent for the City.

RRM and our subconsultants will remotely assist the City during the construction phase by reviewing and responding to contractor submittals and requests for additional information, reviewing and responding to requests by the City for changes in the work, observing and advising the City regarding construction progress and conformance to the contract documents. We will attend bi-weekly progress meetings and assist the City in the preparation of a punch list. We will advise the City on the status of the project concerning substantial completion and final completion. Construction administration assumes no more than a six month construction project.

Deliverables:

- *Response to Requests for Information*
- *Issue bulletins/supplemental information instructions and field observation reports*
- *Review contractor submittals*
- *Review payment applications, change order proposals*
- *Prepare punch list*

Meetings:

- *One (1) pre-construction meeting (onsite)*
- *Approximately eighteen (18) teleconference project meetings, every week (2 hours max); and*
- *Six (6) site observation visits, once a month (onsite)*
- *One (1) final construction and punch list completion meeting (onsite)*
- *Two (2) as-needed meetings during construction for potential issues (onsite)*

Client Participation:

- *Attendance at meetings*

Task 4.3: Record Drawing and Project Closeout

Ensure quality record documents and administrative records for future modifications and maintenance of the facility.

RRM and our subconsultants will review the contractor's markups of record drawings to verify all revisions made during construction are included to provide the City with a complete record of the project as completed. RRM and our subconsultants will update the digital CAD drawings and provide the City with a digital PDF and CAD file.

Deliverables:

- *List of missing revisions*
- *Scan of final contractor markups*
- *As-built construction plans in hard copy, digital pdf, and CAD*
- *Review of contractor-provided record as-built drawings and operations and maintenance manuals*

OPTIONAL TASKS

Task O.1: 5th and C St.

If desired by the City after analysis by RRM consultants the City may elect to improve the existing path of travel from the Transit Site to the corner of 5th and C Streets. RRM will provide path of travel improvement drawings and CA support service as needed for these improvements.

Deliverables:

- Existing conditions and demolition plan
- Grading Paving Plan
- Curb ramp details

Meetings:

- To be incorporated with other meetings

COST CONTROL AND BUDGETING

RRM takes an equally thoughtful approach to developing our designs into implementable plans that achieve the most value for our clients. We strive to balance the aesthetic, functional, environmental, schedule, and initial and lifecycle costs, so that the City and Community enjoy our projects just as much 30 years later as they do at opening. The key is we don't let our ego get in the way! We understand that public projects need to balance near term and long-term constraints and needs and it's our job to help with this.

Some of the ways we achieve the most value is by using our years of experience on some of the hardest public project types (public parks, fre stations, schools, etc.) to design the little details that increase the long-term durability and reduce operational costs.

In addition to our knowledge and philosophy we recommend an itemized cost estimate approach at the majore stages. This allows us to make decisions with the City that are at the appropriate level, such as big scope changes early on.

Lastly, we aim to make choices when specifying materials and systems that are not only appropriate for the end product, but that match the level of expected contractors to facilitate a clean and robust contractor bidding environment. Some of the ways we do this is to be knowledgeable of the local contacting community and experience, availability of materials, and clearly identifying building systems and how they integrate with the design.

CONSIDERATIONS

CRITICAL ENGINEERING ISSUES

For any renovation project, one of the most critical aspects is balancing desired scope and design with minimal disruption to existing conditions. We try to minimally impact items such as structural systems and major mechanical, electrical, and plumbing systems. By doing so the design can reduce revisions to system that would have minimal qualitative value.

In addition, to the improvements internally, we noticed various levels of asphalt pavement failure. We recommend the City conduct a geotechnical investigation and together develop a pavement replacement strategy that meets the initial cost constraints that provides the most long-term value.

Lastly, there are some apparent ADA issues along the Public Way along 5th street. We have included an assessment in our proposal and an optional task that the City can elect if desired to make improvements to the path of travel.

ENVIRONMENTAL ISSUES

Based on the age of the facility, there were no apparent environmental issues. However, the City must conduct a Lead and Asbestos study prior to commencing any work. We recommend completing this at project initiation for confirmation of any hazardous materials.

From a forward-thinking sustainability perspective, the scope did not require any improvements for electric vehicle or bus charging stations. RRM will review this and work with the client to identify any opportunities to minimize future work if possible.

COST AND SCHEDULE

The largest potential cost and schedule impact that we foresee and is common in renovation projects is undocumented or unknown existing conditions (e.g. rot damage). To help mitigate this we have included a site assessment early on with our consultant team to verify systems and any critical factors that could add complexity and cost to the project. In addition, our team is experienced in balancing the long-term costs against the initial cost for the project. We understand that public buildings need to last for 30+ years and will work with the City to balance the budget with the scope.

Lastly, we start with a schedule, verify it with the stakeholders, and monitor it with the City stakeholder on a weekly basis. We focus on hitting our scheduled dates but are flexible to ensure that most of all the overall project is successful for our clients.

NEIGHBORHOOD ENHANCEMENT

RRM is a community based design firm. Our design philosophy isn't fueled from a designer ego, success for us is fueled from coming up with the best solution for our clients and the community. For the Madera project we look forward to hearing from the stakeholders and being able to implement a solution that connects and signifies the importance to the community for years to come.

Exhibit B
Fee and Hourly Rate Schedule

City of Madera
Intermodal Transit Center
Updated 05-09-23

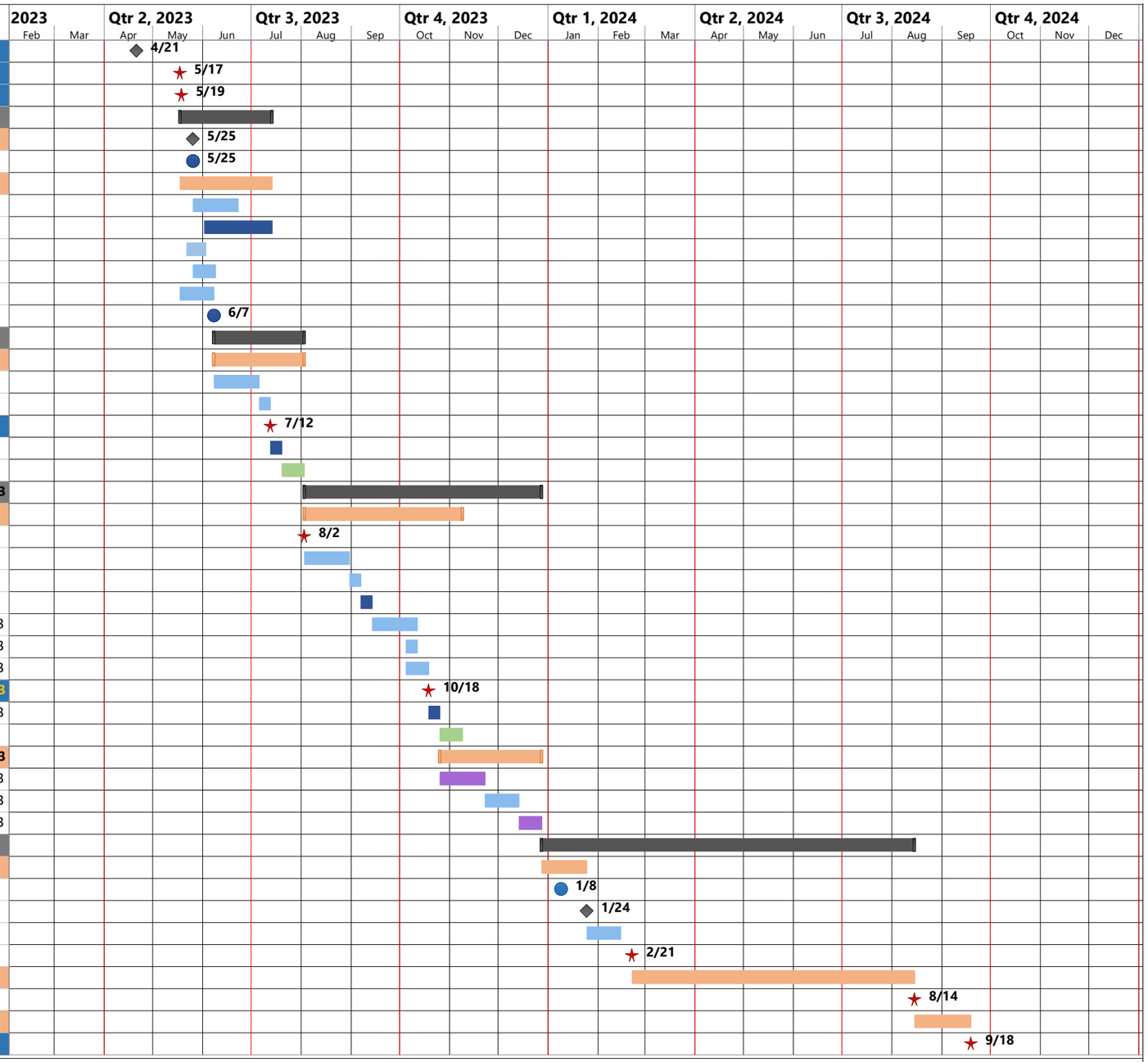
		RRM	RRM	3C	Thoma	RRM	BKF	BKF	
		Architecture	Struct Eng	Mech and Plmb Eng	Elect Eng	Landscape	Civil	Survey	
		$130,830	**$10,500**	**$16,363**	**$13,705**	**$37,000**	**$60,742**	**$16,821**	**TOTAL**
Phase 1 - Project Initiation and Architectural and Structural Review		46%	4%	6%	5%	13%	21%	6%	
Task 1.0	**Project Initiation and Administration**								
	Kickoff Meeting								
	Goals and Objectives								
	Project Schedule	$8,430.00	$0	$0	$0	$0	$0	$0	**$8,430**
	Project Budgeting								
	PM Meetings								
Task 1.1	**Existing Condition Verification and Site Survey**								
	As-built Verification and Site Visits								
	Geotechnical Coordination								
	Existing Condition Assessment and Recommendation Report								
	Survey	$11,470.00	$0	$0	$0	*$5,000*	$5,500	$16,821	**$38,791**
	Preliminary Cost Estimate								
	Code and Jurisdictional Analysis								
	Meetings (1 report review meeting)								
Phase 2 - Schematic Design (30%)									
Task 2.1	**Schematic Design**								
	Preparation of Plans (Site, Floor , RCP, Roof, Elevations) (Furn. Plans)								
	Presentation Renderings and Visualization (VR)								
	Consultant Coordination								
	Material Boards	$18,890	$1,850	$1,925	$1,100	$5,000	$5,654		**$34,419**
	Outline Specifications and Narratives								
	Construction Cost Estimate Review								
	Meetings								
	QAQC Review / Constructability Review								
Phase 3 - Construction Documents (50%, 90%, Permitting)									
Task 3.1	**50% Construction Documents**								
	Preparation of drawings and code compliance								
	Preparation of progress specifications								
	QAQC Review	$13,150.00	$1,150	$4,813	$3,465	$5,000	$13,288		**$40,866**
	Interdiscipinary Coordination								
	Meetings (1 meeting)								
	95% Construction Documents								
	Preparation of drawings								
	Preparation of specifications								
	Construction Cost Estimate and Constructability								
	QAQC Review / Constructability Review	$15,745	$3,000	$6,738	$5,225	$10,000	$22,990		**$63,698**
	Miscellaneous								
	Interdiscipinary Coordination								
	Meetings (1 meetings)								
Task 3.2	**Permitting**								
	Application processing								
	Response to comments	$4,375	$750	$963	*$500*	*$5,000*	$5,500		**$17,088**
	Meetings (1 meeting)								
Phase 4 - Construction and Project Completion (Recommended)									
Task 4.1	**Bidding**								
Task 2.3a	Response to bidders								
Task 2.3b	Preparation of addendums - 3	$7,290	$500	*$963*	$715	$2,000	$1,100		**$12,568**
Task 2.3c	Meetings (1 meetings)								
Task 4.2	**Construction Administration**								
Task 3.1a	Review of Submittals								
Task 3.1b	Response to RFIs	$47,555	$3,000	P	$2,200	$2,500	$5,610		**$60,865**
Task 3.1c	Punch List review								
Task 3.1d	Job Site Meetings (3 per month, 8 months)								
Task 4.3	**Record Drawing Review and Project Closeout**								
Task 3.2a	Record Drawings Review	$3,925	$250	$963	*$500*	$2,500	$1,100		**$9,238**
	Total:								**$285,961**

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Exhibit C
Schedule

TIMELINE

ID	Task Name	Duration	Start	Finish
1	**RFQ Submittal**	**0 days**	**Fri 4/21/23**	**Fri 4/21/23**
2	**Contract Award by Council**	**0 days**	**Wed 5/17/23**	**Wed 5/17/23**
3	**Notice to Proceed**	**0 days**	**Fri 5/19/23**	**Fri 5/19/23**
4	**Phase 1 - Schematic Design**	**41 days**	**Thu 5/18/23**	**Thu 7/13/23**
5	**Task 1.0 Project Initiation and Administration**	**0 days**	**Thu 5/25/23**	**Thu 5/25/23**
6	**Kickoff Meeting**	0 days	Thu 5/25/23	Thu 5/25/23
7	**Task 1.1 Exiting Condition Verification and Site Survey**	**41 days**	**Thu 5/18/23**	**Thu 7/13/23**
8	Existing Condition Assessment (as-built verification)	20 days	Fri 5/26/23	Thu 6/22/23
9	**Geotechnical Investigation and Studies (if needed)**	30 days	Fri 6/2/23	Thu 7/13/23
10	Site Survey and Underground Utility Investigation	10 days	Mon 5/22/23	Fri 6/2/23
11	Code and Jusisdictional Analysis	10 days	Fri 5/26/23	Thu 6/8/23
12	Develop Conceptual Diagrams and Boards	15 days	Thu 5/18/23	Wed 6/7/23
13	**Conceptual Design Review/Program Review Meeting**	**0 days**	**Wed 6/7/23**	**Wed 6/7/23**
14	**Phase-2 Schematic Design**	**40 days**	**Thu 6/8/23**	**Wed 8/2/23**
15	**Task 2.1 Schematic Design**	**40 days**	**Thu 6/8/23**	**Wed 8/2/23**
16	Schematic Design Documentation	20 days	Thu 6/8/23	Wed 7/5/23
17	100% Schematic Design Cost Estimate	5 days	Thu 7/6/23	Wed 7/12/23
18	**Phase 1 Submittal**	**0 days**	**Wed 7/12/23**	**Wed 7/12/23**
19	**City Schematic Design Review**	5 days	Thu 7/13/23	Wed 7/19/23
20	Schematic Design Refinement Resolution	10 days	Thu 7/20/23	Wed 8/2/23
21	**Phase 3 - Construction Documents**	**105 days**	**Wed 8/2/23**	**Wed 12/27/23**
22	**Task 3.1 Construction Documents**	**70 days**	**Wed 8/2/23**	**Wed 11/8/23**
23	**50% Construction Documents NTP**	0 days	Wed 8/2/23	Wed 8/2/23
24	50% Construction Documents	20 days	Thu 8/3/23	Wed 8/30/23
25	50% Constructability Review-Building Systems	5 days	Thu 8/31/23	Wed 9/6/23
26	**City 50% Construction Documents Review**	5 days	Thu 9/7/23	Wed 9/13/23
27	90% Construction Documentation	20 days	Thu 9/14/23	Wed 10/11/23
28	90% Constructability Review-Building Details	5 days	Thu 10/5/23	Wed 10/11/23
29	90% Construction Documents Cost Estimate	10 days	Thu 10/5/23	Wed 10/18/23
30	**Phase 3 Submittal**	**0 days**	**Wed 10/18/23**	**Wed 10/18/23**
31	**City 90% Construction Documents Review**	5 days	Thu 10/19/23	Wed 10/25/23
32	90% Construction Documents Refinement Resolution	10 days	Thu 10/26/23	Wed 11/8/23
33	**Task 2.3 Permitting**	**45 days**	**Thu 10/26/23**	**Wed 12/27/23**
34	1st Building Department Review	20 days	Thu 10/26/23	Wed 11/22/23
35	Incorporate Building Dept. Comments	15 days	Thu 11/23/23	Wed 12/13/23
36	2nd Building Department Review	10 days	Thu 12/14/23	Wed 12/27/23
37	**Phase 4 - Bidding and Construction Administration**	**165 days**	**Thu 12/28/23**	**Wed 8/14/24**
38	**Task 4.1 Bidding**	**20 days**	**Thu 12/28/23**	**Wed 1/24/24**
39	**Pre-Bid Conference**	0 days	Mon 1/8/24	Mon 1/8/24
40	**Bid Opening and Evaluation Meeting**	0 days	Wed 1/24/24	Wed 1/24/24
41	Conformance Set	15 days	Thu 1/25/24	Wed 2/14/24
42	**Construction Award**	0 days	Wed 2/21/24	Wed 2/21/24
43	**Task 4.2 Construction Administration (6 months)**	**125 days**	**Thu 2/22/24**	**Wed 8/14/24**
44	**Certificate of Occupancy**	0 days	Wed 8/14/24	Wed 8/14/24
45	**Task 4.3 Record Drawing Review and Project Closeout**	**25 days**	**Thu 8/15/24**	**Wed 9/18/24**
46	**Project Complete**	**0 days**	**Wed 9/18/24**	**Wed 9/18/24**

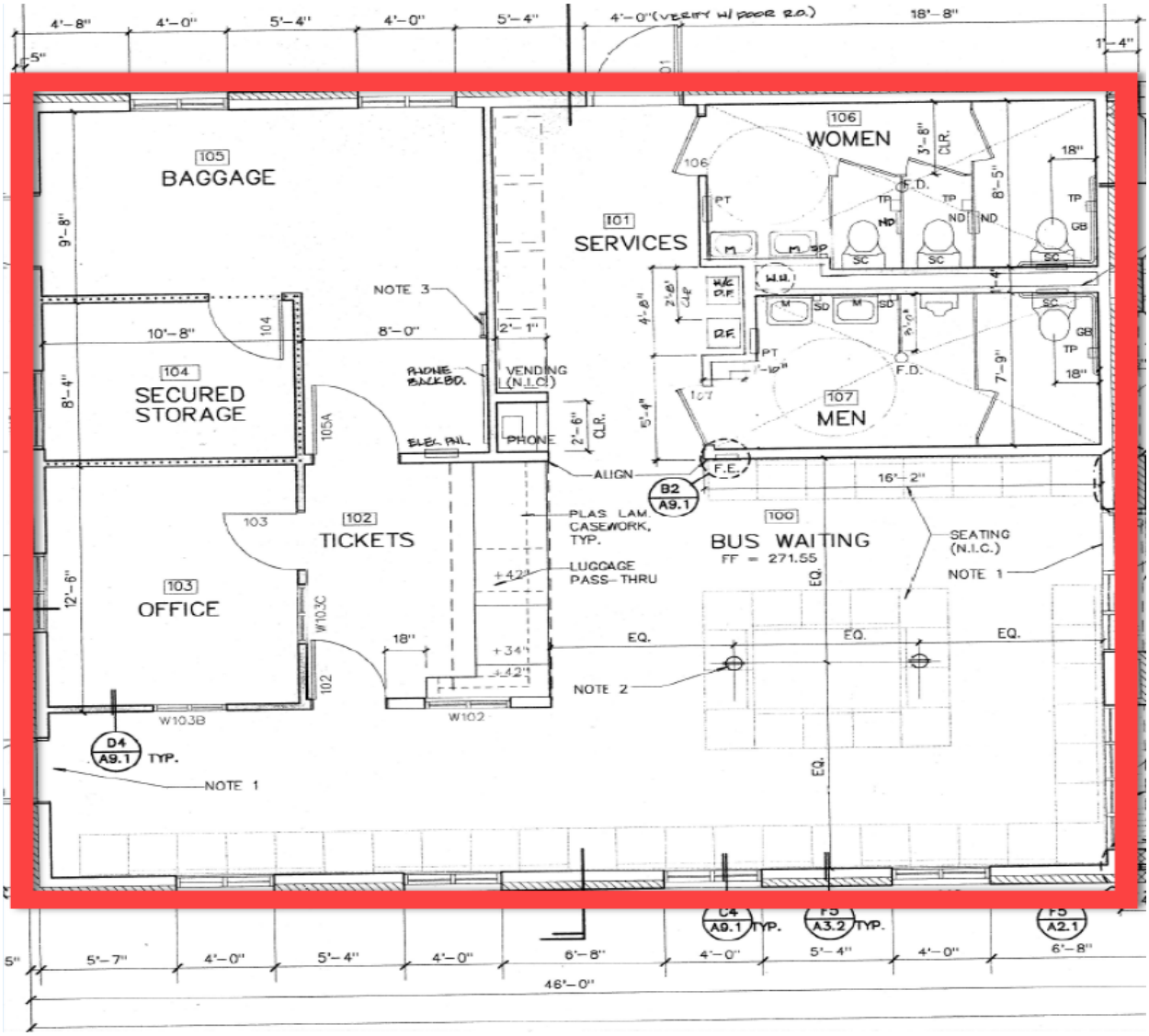


Wed 5/10/23

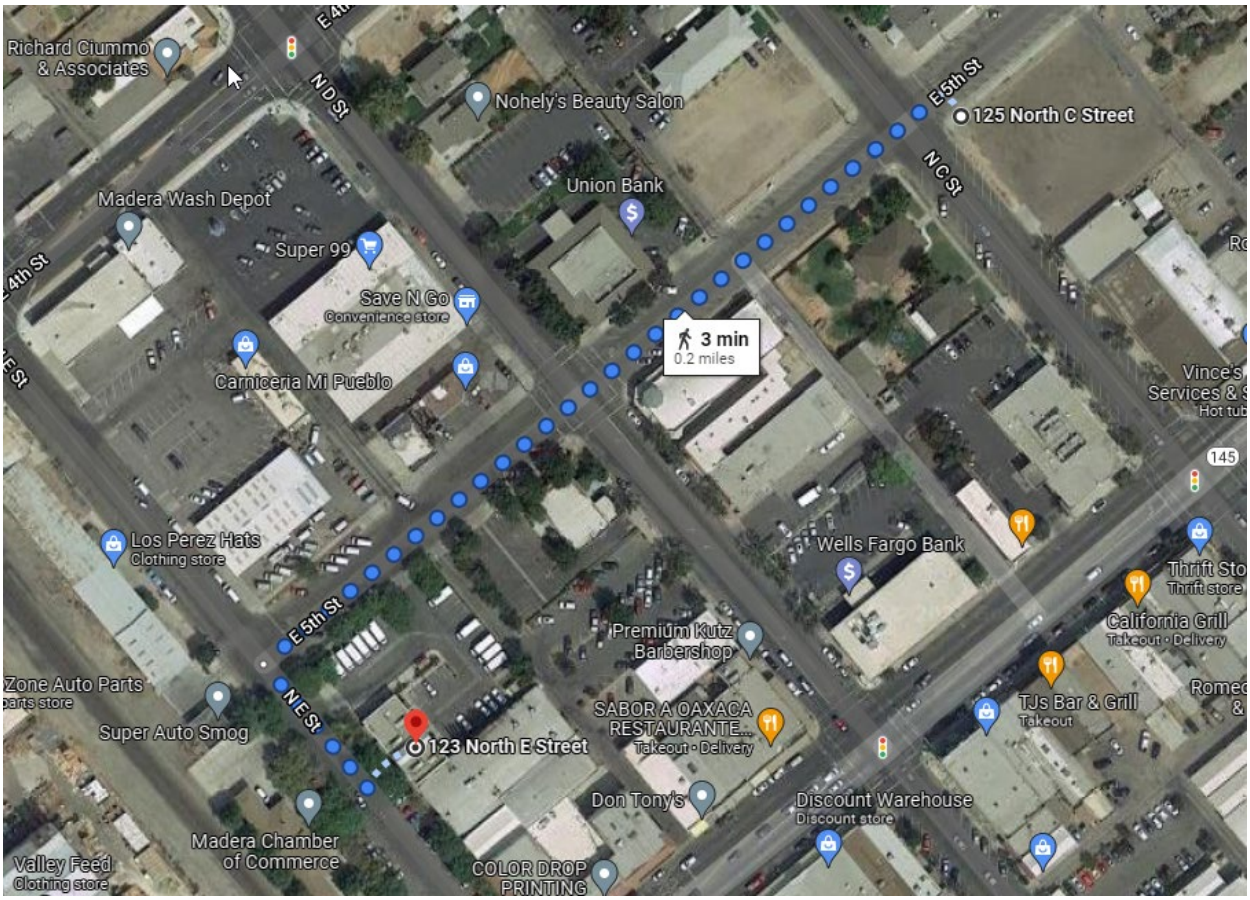
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* schedule is dependent on staekholder, agency, and contractor durations

Attachment A
North Wing - Project Area

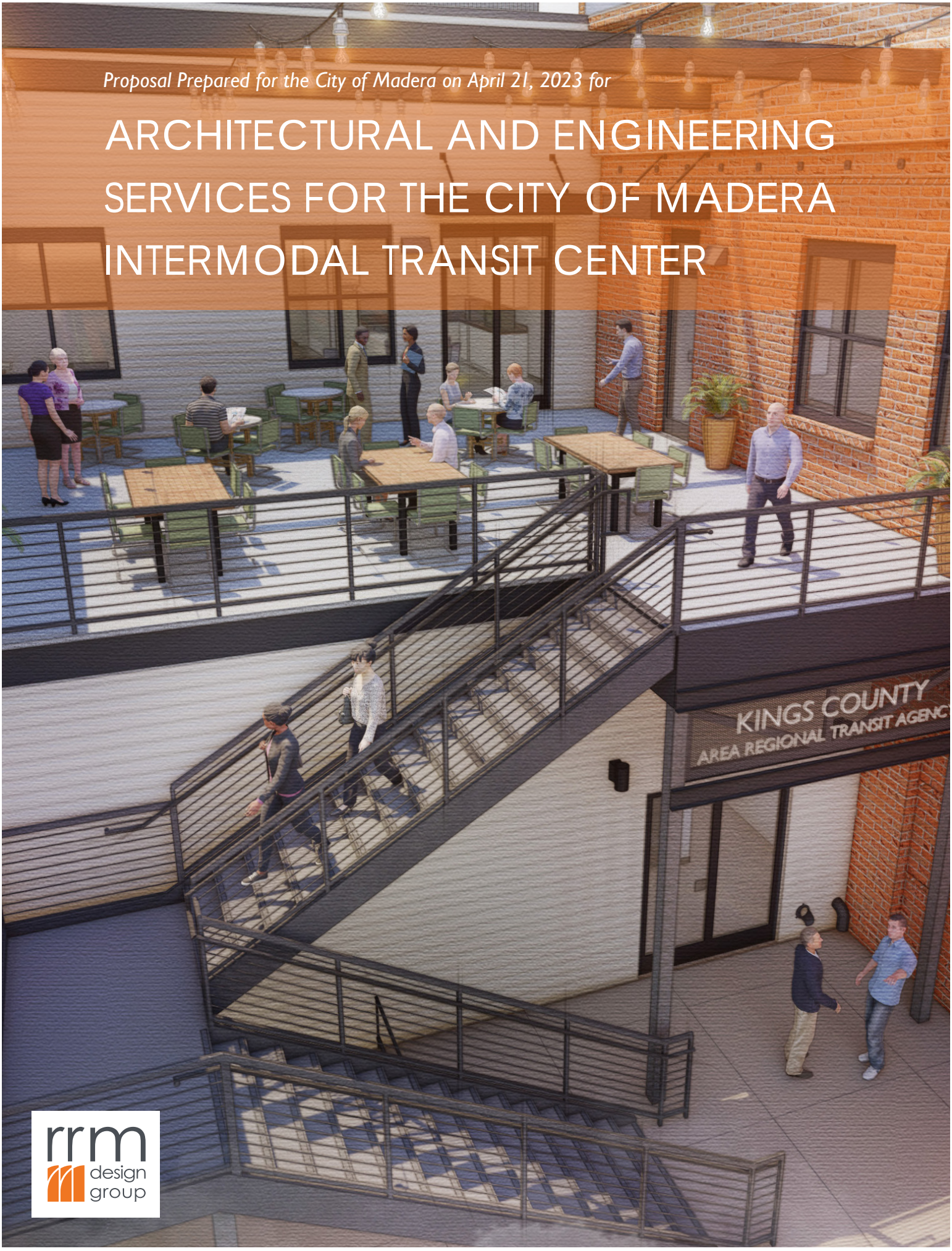


Attachment B
Route from Intermodal Transit Center to Esperanza Village



Proposal Prepared for the City of Madera on April 21, 2023 for

ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CITY OF MADERA INTERMODAL TRANSIT CENTER



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April 19, 2023

Jennifer Stickman,
Procurement Services Officer
Purchasing
City of Madera
205 W. 4th Street
Madera, CA. 93637



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3765 South Higuera St., Ste. 102, San Luis Obispo, CA 93401
p: (805) 543-1794
f: (805) 543-4609

RRM acknowledges all addendum on this project.

RE: INTERMODAL TRANSIT CENTER

Dear Ms. Stickman,

One of the major contributing factors to the success of cities is providing reliable and safe means of transportation. The Intermodal Transit Center strengthens this aspect for the community, especially for the more disadvantaged members, and further adds to the character of Madera. We are excited to offer our expertise and experience in supporting this project and the community. RRM Design Group is a highly qualified team that is excited to partner with the City in providing the needs and support for the success of the project, grounded in:

- Sound project, community, and client understanding of needs
- Cost effective solutions
- Operational efficiency
- Inspiring aesthetics

The RRM team can offer the City:

A Team to Match Your Project
We are ready to mobilize, bringing you a team familiar with the City of Madera's expectations and processes. Furthermore, we bring an interdisciplinary approach to design practical solutions for a variety of public facilities across the state.

Transit Experience
RRM has been part of many transit projects throughout the state providing a variety of services for public clients. We consistently seek to improve facilities to support operational needs, all while making sure the design is the right fit for the client, operations, and the community.

Sustainability
RRM creates environments that are vibrant, healthy, and sustainable for all, and we know how to accomplish this by implementing key sustainable design strategies. We work with our clients to find the right solutions for the specific project.

Personal Commitment
One of our core values is to serve and strengthen the communities in which we work, and Madera is no exception. RRM is connected to the City and neighboring communities, and we are proud to have worked on several projects in and around Madera for the last several years.

We have enjoyed working alongside the City on other projects and look forward to continuing on this project.

Sincerely,
RRM Design Group

Mike Scott, LEED AP
Principal-in-Charge
Authorized Contract Negotiator
mlscott@rrmdesign.com

Charles Dellinger, AIA, PMP, LEED AP
Project Manager, Proposal Point of Contact
cadellinger@rrmdesign.com

TABLE OF CONTENTS

Page	Section Name
07	1 Executive Summary
11	2 Firm Information, Qualifications, and Experience
35	3 Scope of Work
47	4 Litigation
51	5 Contract Agreement

GRAPHICS & PHOTOGRAPHS:

This document features images of RRM Design Group and its subconsultant partners' projects, the graphics and photos of which are owned and copyrighted by our respective firms. There are no stock photos or images of any kind used in this proposal.

ABOUT RRM DESIGN GROUP:

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California corporation • Leonard Grant, Architect C26973 • Robert Camacho, PE 76597 • Steven Webster, LS 7561 • Jeff Ferber, PLA 2844
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1

EXECUTIVE SUMMARY

Proposal for Intermodal Transit Center





EXECUTIVE SUMMARY

RRM has been a community-focused interdisciplinary design firm for nearly 50 years. We are headquartered in San Luis Obispo and have offices from San Diego through San Leandro to provide services throughout the state of California. We provide a variety of core services, including: architecture, civil engineering, landscape architecture, planning, structural engineering, and surveying.

We propose a team that is strong in transit projects, familiar with Madera, and are well-rooted in public projects and procedures:

- Principal – Mike Scott
- Senior PM – Charles Dellinger
- Architect – Paige Cook
- Civil – BKF Engineers
- Structural – Jessica Meadows
- Landscape – Lance Wierschem

We understand that the project will provide the next phase of the facility and a connection to a new and integral part of the Madera community. RRM is prepared to support the City in the execution of the project from concept development through construction administration to develop a project that will support the community for years to come.

We have direct experience in planning and designing transit projects. These include the Manteca Transit Center and most recently Kings Area Rural Transit Facility. In addition, we have experience throughout California with other public project types, including local projects like Madera Fire Station 58 and Madera County Fire Station 3, which is currently being built.

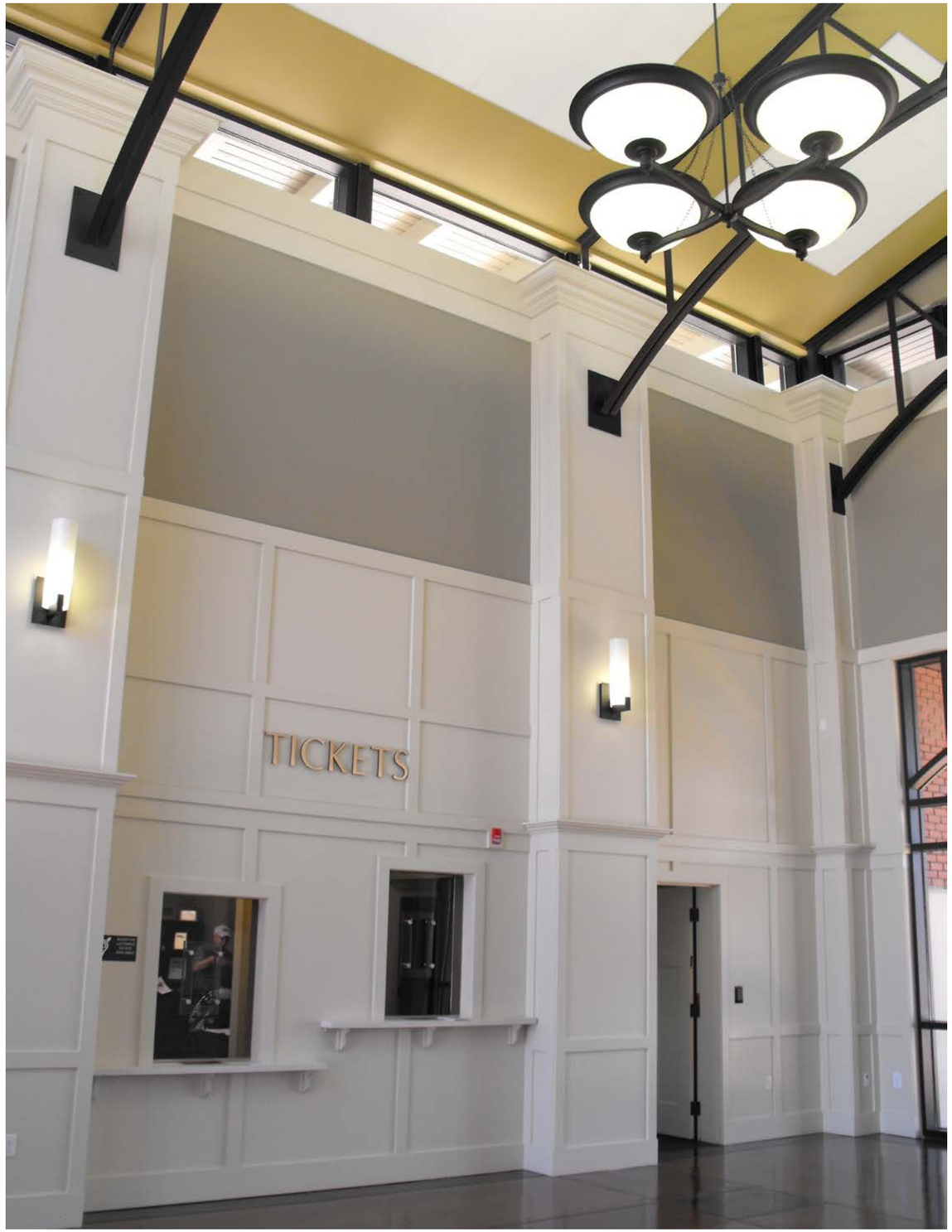
RRM brings robust firm support, experience in this project type, and a team with transit, public, and local expertise to support the development of the right solution for the City on this project.

2

FIRM INFORMATION, QUALIFICATIONS, AND EXPERIENCE

Proposal for Intermodal Transit Center





FIRM PROFILE | *RRM Design Group*

RRM exists because we love creating environments people enjoy. That is what got us into the business over 45 years ago, and it is why we continue to thrive today. Our architects and landscape architects, engineers, surveyors, and planners work with our clients and their communities to create the parks our children play in, the roads we drive down on our way to work, the neighborhoods we come home to, and the fire stations that keep our communities safe.

Our work culture emphasizes collaboration, frequent communication, and accessibility. We're a close partner with our clients, helping them understand and navigate through the project lifecycle. Whether your project is public or private, commercial or residential, we listen, we design, and we deliver. On time. On budget. Since 1974.





PERSONNEL BY DISCIPLINE

195 *professionals on staff at RRM Design Group in* 6 *core disciplines:*



33	California Licensed Architects
37	Architecture Designers
14	California Licensed Civil Engineers
3	California Licensed Structural Engineers
25	Engineering Designers
18	California Licensed Landscape Architects
14	Landscape Designers
17	Community & Urban Planners
1	Licensed Surveyor
3	Surveying Technicians
33	Administrative Support Staff

rrm design group

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SAN LUIS OBISPO (HQ)
3765 South Higuera St., Ste. 102
San Luis Obispo, CA 93401
p: (805) 543-1794

SAN DIEGO
310 3rd Avenue, Ste. C-26A
Chula Vista, CA 91910
p: (619) 870-8512

SAN JUAN CAPISTRANO
32332 Camino Capistrano, Ste. 205
San Juan Capistrano, CA 92675
p: (949) 361-7950

SAN LEANDRO
325 Davis St.
San Leandro, CA 94577
p: (510) 751-4910

SANTA BARBARA
10 East Figueroa St., Ste. 200
Santa Barbara, CA 93101
p: (805) 963-8283

VENTURA
422 East Main St.
Ventura, CA 93001
p: (805) 652-2115

WEBSITE
www.rrmdesign.com

RRM Design Group is a California corporation and an employee-owned company, incorporated November 26, 1974

Firm Information, Qualifications, and Experience | SECTION 2

ASSEMBLING OUR TEAM

CITY OF MADERA

RRM DESIGN GROUP



MIKE SCOTT
LEED AP
Principle-In-Charge



CHARLES DELLINGER
AIA, PMP, LEED AP
Project Manager

ARCHITECTURE



PAIGE COOK
RA
Architect

ENGINEERING



JESSICA MEADOWS
SE, PE
Structural Engineer

LANDSCAPE ARCHITECTURE



LANCE WIERSCHEM
PLA, LEED AP
Landscape Architect

SUBCONSULTANTS

MECHANICAL ENGINEERING

3C MECHANICAL
Jason Haendler

CIVIL ENGINEERING

BKF ENGINEERING
Eric Swanson

SURVEYING

LANE ENGINEERING
Ben Mullin

ELECTRICAL ENGINEERING

THOMA ELECTRIC
Bill Thoma

14



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MIKE SCOTT | *LEED AP*

With over two decades of experience at RRM, Mike Scott's passion for architecture and design is rooted in his commitment to service. Dedicated to fulfilling the needs of both his client and community, Mike's collaborative and detailed approach to design fosters high-quality project execution. As a LEED® Accredited Professional, Mike offers an environmentally conscious and context-sensitive view to every project. His team management and detailed focus ensures a thorough approach to design. Specializing in public safety, educational, and commercial design, his projects span from fire stations and educational buildings to outdoor stadiums and athletic facilities. Administering quality control and coordinating consultant systems for complete and integrated buildings, his well-versed expertise serves both his team and client from inception to completion.

Project Role

PRINCIPAL-IN-CHARGE

Experience

26 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- *Arroyo Grande Fire Station No. 1 Expansion*
- *Atascadero Fire Stations No. 1 and 2 Needs Assessment*
- *Avalon Lifeguard Headquarters LEED-NC Certified*
- *Bakersfield Fire Station No. 14 and Neighborhood Park*
- *Bakersfield Fire Station No. 15 and Westside Police Substation*
- *Bakersfield Fire Station No. 5 and Police Substation*
- *Bakersfield Fire Station No. 8 Remodel*
- *Baker Water Treatment Plant Facilities, Lake Forest*
- *Bay Point Fire Station No. 86*
- *City of Madera Fire Station No. 58*
- *City of San Luis Obispo Tenant Office Improvements*
- *Kings County Area Rural Transit New Facility, Hanford*
- *Lompoc Police Station Renovation and Expansion Study*
- *Madera County Fire Master Plan*
- *Madera County Fire Station No. 3*
- *Mammoth Lakes Transit Facility Expansion*
- *Manteca Transit Center*
- *San Luis Obispo Transit Center*

EDUCATION

- *Bachelor of Science, Architecture, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Architect, CA, C31544*
- *Leadership in Energy and Environmental Design Accredited Professional (LEED AP)*



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CHARLES DELLINGER | *AIA, PMP, LEED AP*

From conceptualization to implementation, Charles Dellinger's commitment to design goes well beyond visioning. His comprehensive experience as an Architect, LEED Accredited Professional, construction manager, and owner's representative fosters innovative in-depth solutions for each project. Working closely with the team of designers, consultants, and clients, Charles nurtures a collaborative investment in the design process. Specializing in both the public and private sector, his projects span from civic and institutional to educational and commercial buildings. Implementing diverse ideas through multidisciplinary engagement, Charles is determined to fulfill both the client and communal need with thorough project execution.

Project Role

PROJECT MANAGER

Experience

19 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- *2811 Airpark Drive Exterior Planning Design, Santa Maria*
- *6925 El Camino Real Tenant Improvements, Atascadero*
- *City of Madera Fire Station No. 58*
- *Discovery Austin Feasibility Study, Austin, TX*
- *Fort Hunter Liggett Buildings 101 and 121 Renovations*
- *Goleta City Hall Facility Space Needs Assessment*
- *Healdsburg City Fire Substation*
- *Kings County Area Rural Transit New Facility, Hanford*
- *Madera County Fire Station No. 3*
- *Mendota City Hall and Police Station - Programming and Cost*
- *Menlo Park Fire Protection District Administration Building Remodel*
- *Menlo Park Fire Protection District Space Needs Assessment*
- *Menlo Park Fire Protection District Warehouse Gate Specification*
- *Paso Robles City Office Space Programming*
- *Selma Fire Station No. 2 Renovation*
- *Ventura County Fire Backup Dispatch*

EDUCATION

- *Bachelor of Science, Architecture, California Polytechnic State University, San Luis Obispo, CA*
- *Master of Business Administration, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Architect, CA, C31916*
- *Leadership in Energy and Environmental Design Accredited Professional (LEED AP)*
- *Project Management Professional (PMP)*



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JESSICA MEADOWS | *SE, PE*

A passionate structural engineer and project manager at RRM Design Group, Jessica Meadows brings over a decade of experience to each project she works on. As Project manager, Jessica oversees the design and construction on a multitude of educational facilities. From new campus and building modernization to seismic rehabilitation and accessory structures, her projects range in size and type. Dedicated to sharing her passion for structural engineering, Jessica serves as a mentor and teacher to young professionals and students at Cal Poly SLO. An active professional and community leader, Jessica brings her wealth of experience to RRM Design Group and beyond.

Project Role

STRUCTURAL ENGINEER

Experience

12 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- *Bay Point Fire Station No. 86*
- *Branch Elementary School Four Classrooms, Arroyo Grande*
- *Branch Elementary School New Multipurpose Building, Arroyo Grande*
- *Fairmount Avenue Fire Station, San Diego*
- *Gunner Ranch West Fire Station*
- *Healdsburg City Fire Substation*
- *Madera County Fire Station No. 3*
- *New Cuyama Fire Station No. 41 Design-Build (2019)*
- *Orcutt Union Oil Building Code Analysis and Cost Assessment*
- *Pacheco Fire Station No. 9*
- *Quito Fire Station, Los Gatos*
- *Redwood Fire Station, Los Gatos*
- *Santa Barbara County Regional Fire Communication Facility*
- *Santa Paula Fire Station No. 29*
- *Seaside Fire Station No. 2*
- *Shell Beach Elementary School Parking Lot*
- *Thousand Oaks Fire Station No. 34*

EDUCATION

- *Bachelor of Science, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Structural Engineer, CA, S6488*
- *Professional Engineer, CA, C81987*



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Project Role

LANDSCAPE ARCHITECT

Experience

17 YEARS OF EXPERIENCE

LANCE WIERSCHEM | *PLA, LEED AP*

With a sharp artistic eye, Lance Wierschem's detailed design enhances the artistry of each project he is involved in. As an experienced landscape architect and planner, Lance offers an expansive view of design. From trails and recreational parks to public and community centers, Lance's versatile experience serves both his team and his clients. Engaged in all aspects of project administration, from visioning to construction, his alliance to creative collaboration is reflected in his work. Both his collaborative efforts and his artistic vision guide Lance's design process, elevating outdoor spaces into captivating environments for all to enjoy.

RELEVANT PROJECTS

- *Azusa TOD General Plan/ Development Code Update and Specific Plan*
- *Bakersfield Fire Station No. 14 and Neighborhood Park*
- *Bay Point Fire Station No. 86*
- *Cal Poly University House Landscape Design, San Luis Obispo*
- *City of Madera Fire Station No. 58*
- *Creston Fire Station No. 43*
- *El Monte Downtown TOD Specific Plan*
- *Emeryville Fire Station - Tracking LEED-NC Silver*
- *Fairmount Avenue Fire Station*
- *Glen Loma Ranch Fire Station, Gilroy*
- *Gunner Ranch West Fire Station*
- *Hanford Medical Campus - Women's Center*
- *Redwood Fire Station*
- *San Luis Obispo Public Safety Dispatch Center*
- *Santa Paula Fire Station No. 29*
- *Selma Fire Station No. 2 Renovation*
- *Thousand Oaks Fire Station No. 34*

EDUCATION

- *Bachelor of Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA*
- *Minor, City and Regional Planning, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Professional Landscape Architect, CA, 6210*
- *Leadership in Energy and Environmental Design (LEED AP)*



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Project Role

ARCHITECT

Experience

8 YEARS OF EXPERIENCE

PAIGE COOK | *RA*

An experienced architect and team leader, Paige Cook brings her technical and social expertise to her work at RRM. At the heart of each of her projects is her commitment to helping others. With projects spanning across private and public sectors, her designs range from residential to education and public safety. Paige's detail-oriented approach serves as an asset to both her colleagues and her clients. With a unique ability to synthesize individual visions into a cohesive whole, she brings each client's vision to life beyond expectation.

RELEVANT PROJECTS

- *Bay Point Fire Station No. 86*
- *City of Madera Fire Station No. 58*
- *Glen Loma Ranch Fire Station, Gilroy*
- *Fairmount Avenue Fire Station, San Diego*
- *Gunner Ranch West Fire Station*
- *Madera County Fire Master Plan*
- *Pacheco Fire Station No. 9*
- *Paso Robles City Office Space Programming*
- *Quito Fire Station, Los Gatos*
- *Redwood Fire Station, Los Gatos*
- *Sanger Headquarters Fire Station Renovation Facility Assessment*
- *Santa Barbara Fire Station No. 7 Conceptual Design*
- *Santa Paula Fire Station No. 29*
- *Selma Fire Station No. 2 Renovation*
- *Thousand Oaks Fire Station No. 34*
- *Emeryville Emergency Operations Center Tenant Improvements*
- *Kings County Area Rural Transit New Facility, Hanford*
- *Madera County Fire Station No. 3*
- *Tracy Fire Station No. 95*
- *Visalia Fire Station No. 56*

EDUCATION

- *Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Architect, CA, 39576*





KINGS AREA
RURAL TRANSIT NEW FACILITY
HANFORD, CA

NOTABLE INFO & STATS:

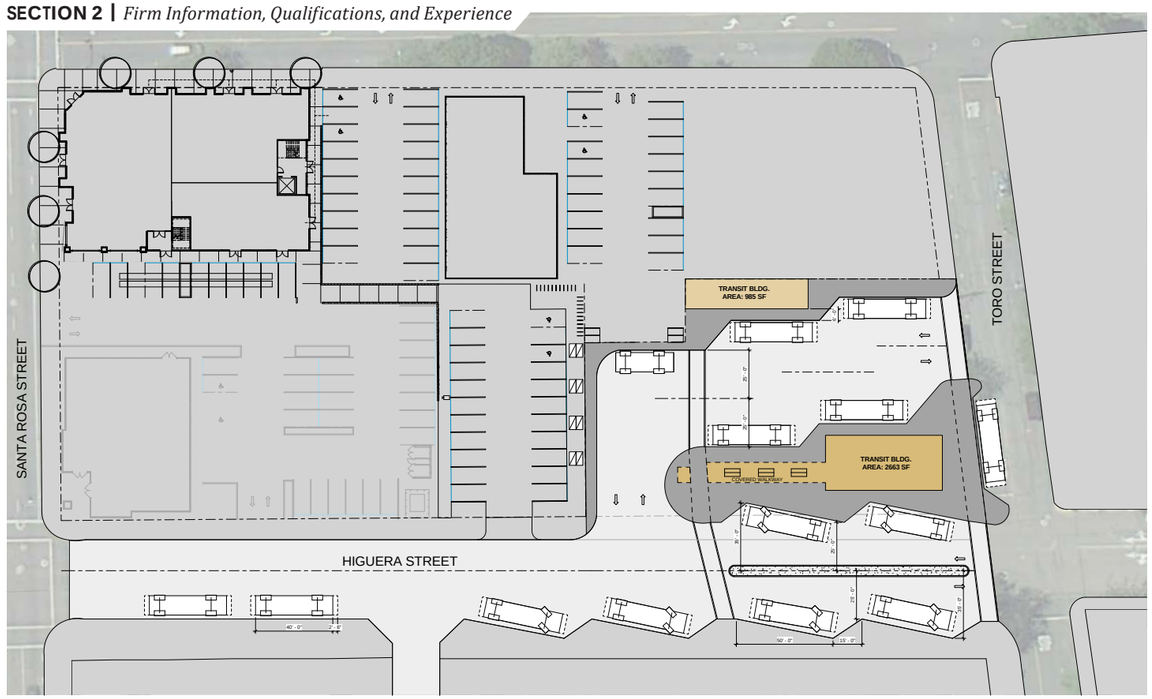
Client: *Kings County Area Public Transit Agency*
Contact: *Monique Miron*
(559) 852-2691
monique@cmconstructionservices.com
Contract Amount: *$1,697,674.00*
Funding Sources: *Federal, State, Local*
Project Timeline: *June 2021 - Present*
RRM Project Manager:
Charles Dellinger
cadellinger@rrmdesign.com
(805) 903-1275, Ext. 310

RRM SERVICES PROVIDED:

Architecture, Landscape Architecture, Planning

The Kings County Area Regional Transit Facility project is all about connection: it operationally creates a hub for accomodating buses, outside agency buses, park and ride, and bicycle transportation through the China Alley corridor; it bridges the expanding eastern Hanford community to the historic downtown; and it creates a home for two of the areas most prominent County focused agencies and a support partner. To support these goals, RRM leaned on the agrarian industrial vernacular as an aesthetically unique unifying element to the area that blended with established commercial Victorian era style downtown. But to position the building beyond we 'grew out' of this aesthetic (like many of the previous buildings had) and wove modern elements through and as additions, creating a modern adaptive use style that plays homage to the past, but brings the transit agency and community to a vision forward. Similarly, the building is massed and sited to support the 7th street main façade and build up in scale from the eastern approach. A shaded outdoor waiting plaza for riders shields bus activities from the busy street, and the transit building interior provides a pass thru and waiting location with a variety of options to support the diverse needs of the rider community.





SAN LUIS OBISPO
TRANSIT CENTER

NOTABLE INFO AND STATS:

***Client**: San Luis Obispo Council of Governments*
***Contact:** Peter Rodgers*
prodgers@slocog.org | (805) 781-4251
***Contract Amount:** $16,500*
***Funding Sources:** Federal, State, Local*
***Project Timeline:** 2017 - 2019*
***RRM Project Manager:** Michael Scott*
mlscott@rrmdesign.com
(805) 903-1233, Ext. 273

RRM SERVICES PROVIDED:

Architecture

RRM Design Group was retained to develop conceptual layouts for the San Luis Obispo Transit Center along Higuera Street between Santa Rosa Street and Toro Street. RRM will partnered with SLOCOG to coordinate with City agencies and BKF Civil Engineers.

The transit center consisted of a 5,200 sf interior space that included a waiting area, restrooms, and storage space. The transit center included a bus dropoff/pick up area for 12 buses, 1 para transit, and alternative vehicle loading. The transit center is limited to the extent of Clinton parcel and public right-of-way.

CITY OF SAN LUIS OBISPO
TENANT IMPROVEMENTS

NOTABLE INFO & STATS:

***Client**: City of San Luis Obispo*
***Contact:** Mike McGuire*
(805) 781-7590
mmcguire@slocity.org
***Contract Amount:** $145,582*
***Project Timeline:** 2002 - 2006*
***RRM Contact:** Michael Scott*
mlscott@rrmdesign.com
(805) 903-1233, Ext. 273

RRM SERVICES PROVIDED:

Architecture

RRM Design Group provided the architecture, plumbing (mechanical), lighting (electrical), interior design, and project management for 10,800 sf of office tenant improvements at Palm and Morro streets in San Luis Obispo. Interior office improvements included finish materials for walls, floors, and ceilings; systems furniture; and support systems for lighting, mechanical, data, and telecommunications. The project provided new office facilities for City Engineering and Community Development Departments (with over 100 staff members) and a new public lobby and meeting rooms for interaction between City staff and the general public.



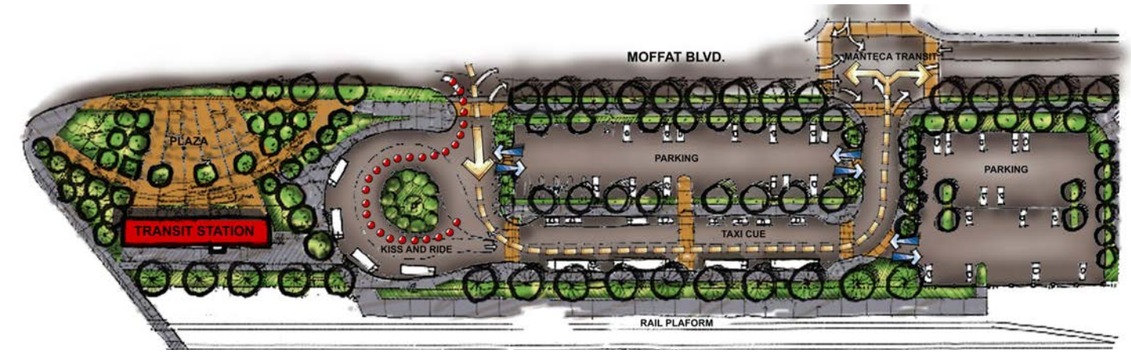












MANTECA
TRANSIT CENTER

NOTABLE INFO AND STATS:

***Client**: City of Manteca*
***Contact:** Lantz Rey*
(209) 614 1716 | Lantz.rey@gmail.com
***Contract Amount:** $162,838*
***Funding Sources:** Federal, State, Local*
***Project Timeline:** 2011 - 2014*
***RRM Project Manager:** Michael Scott*
mlscott@rrmdesign.com
(805) 903-1233, Ext. 273

RRM SERVICES PROVIDED:

Architecture, Landscape Architecture

The City of Manteca hired RRM to prepare scoping documents for a new 8,367 sf transit center located near the corner of Main Street and Moffat Boulevard. RRM Design Group also prepared the Moffat Boulevard Land Use Study Strategic Plan in 2006 for the multimodal transit-oriented and redevelopment goals for the City.

The $6.1 million transit center includes administrative offices and conference rooms, catering kitchen, and partitioned multipurpose meeting rooms. On- and off-site improvements for the 3.1 acre project area include 100 parking spaces, taxi loading and staging area, and a City bus loading and staging area. RRM's experience with transit-oriented projects, trail expertise, local knowledge, and longstanding client service provided the City with a unique approach that brought rail, bus, bike, auto and pedestrian modes of transportation together into one gathering "hub" location for the community, creating a gateway to the downtown area.

Before



Completely broken up pavement resulting in dirt lot with no drainage.

Former impound lot



After



Dedicated wash pad

Extensive parking for buses and employees with new lighting and security fencing.



MAMMOTH LAKES
TRANSIT FACILITY EXPANSION

NOTABLE INFO AND STATS:

***Client**: City of Mammoth Lakes*
***Contact:** Thomas Platz*
(760) 934-7588 | tplatz@thainc.com
***Contract Amount:** $5,500*
***Funding Sources:** Federal, State, Local*
***Project Timeline:** 2012 - 2014*
***RRM Project Manager:** Michael Scott*
mlscott@rrmdesign.com
(805) 903-1233, Ext. 273

RRM SERVICES PROVIDED:

Architecture

Mammoth Lakes was preparing for upgrades and wanted to implement them with a long-range plan in mind. In response, the city hired RRM and the lead civil engineering firm to provide a comprehensive master plan. It maximized the utilization of the existing maintenance/office building and relocated the vehicle wash bay for more efficient operations. The master plan also coordinated both automobile and bus circulation to maximize employee parking and provide for a stacked, covered bus parking building. The design team worked closely with staff to provide a circulation layout within the limited space available that was well-suited for vehicle departure and return operations. The design provides space for18 buses, 6 trolleys, 4 cutaway buses and multiple bike trailers. Mammoth Lakes appreciated the team approach to finding solutions and implementing their site improvements in a planned location.

CITY OF MADERA FIRE STATION NO. 58

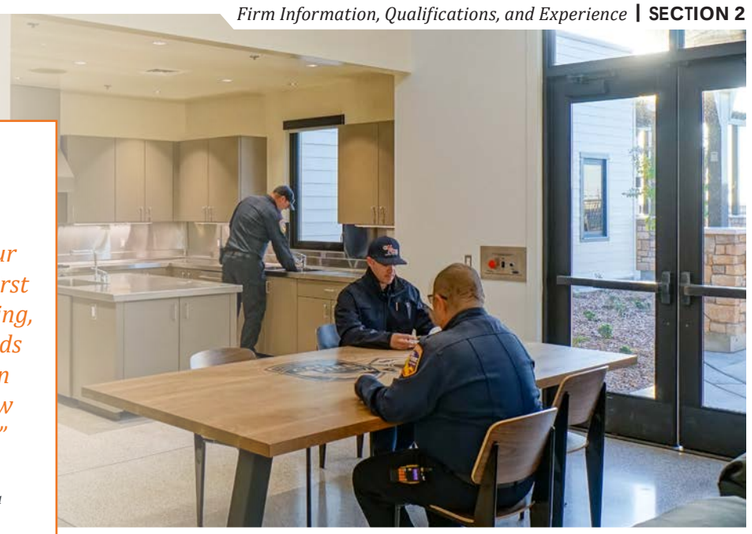
NOTABLE INFO AND STATS:

Client: *City of Madera*
Contact: *Matt Watson*
(559) 706-8805
Matt.Watson@fire.ca.gov
Contract Amount: *$472,808*
Project Timeline: *2017 - 2020*
RRM Project Manager:
Charles Dellinger
cadellinger@rrmdesign.com
(805) 903-1275, Ext. 310

SERVICES PROVIDED:

Architecture, Landscape Architecture

The City hired RRM to design a new fire station adjacent to the municipal airport, which includes three apparatus bays, sleeping areas and a living area for two companies and a battalion chief. The large site also consists of a space set aside for a future training facility, and its main gas line was sized to accommodate future live fire training props. The City wanted to utilize stone and large-scale post and beam elements consistent with other civic architecture in the area. A curved roof form over the apparatus bay was selected to reference the adjacent airport while maintaining the stone bases and walls' strength to ground the building. The station is designed to separate firefighters' living and sleeping areas from the equipment and apparatus to protect them from contaminates.



"Mike Scott has been with our agency since day one of our first project. Anytime I need anything, Mike is quick to meet my needs and answer questions. When I think of RRM, I think of how great Mike is to work with!"

- Matt Watson, Fire Chief, City of Madera





MADERA COUNTY
FIRE STATION NO. 3

NOTABLE INFO AND STATS:

Client: *County of Madera*
Contact: *Maritza Rodriguez*
(559) 675-7700
maritza.rodriguez@maderacounty.com
Contract Amount: *$489,994*
Project Timeline: *2020 - Present*
RRM Project Manager:
Charles Dellinger
cadellinger@rrmdesign.com
(805) 903-1275, Ext. 310

RRM SERVICES PROVIDED:

Architecture, Civil Engineering, Landscape Architecture

In 2017, Madera County decided to vacate their old Fire Station No. 3, which at that point was a dilapidated 30 year-old mobile trailer. Seeking to replace the station, they contracted RRM Design Group to build a new and permanent facility for the fire department, which provides emergency services to all unincorporated areas of the county.

Located in the rural and agricultural fields of Madera, this new fire station will cover an area of 7,985 square feet, with a single-story design that's easy to navigate. The modern facility will feature state-of-the-art equipment and technology to improve firefighting capabilities, ensuring prompt and efficient emergency responses. With the replacement of the old fire station, this newly constructed site will continue to serve the community and provide essential fire protection services.



MADERA COUNTY
FIRE MASTER PLAN

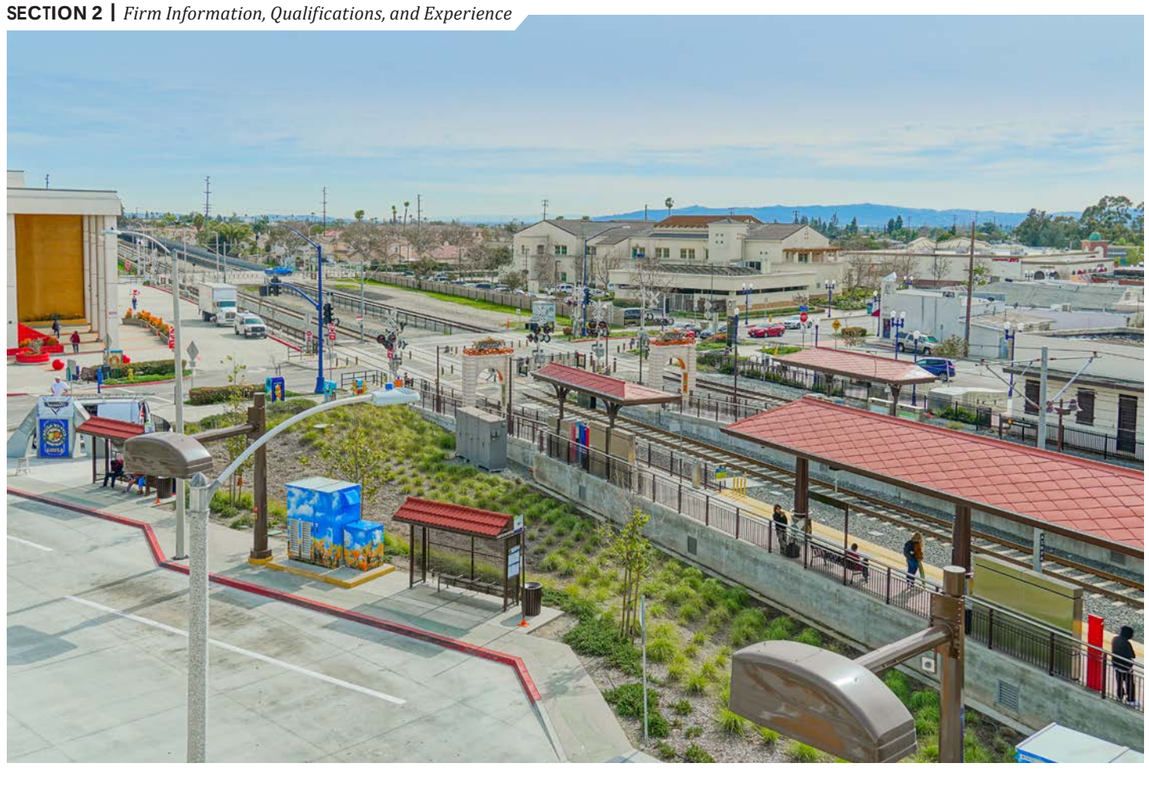
NOTABLE INFO AND STATS:

Client*: County of Madera*
Contact: *Matthew Treber*
(559) 675-7821, Ext. 3224
matthew.treber@co.madera.ca.gov
Contract Amount: *$143,200*
Project Timeline: *2016 - 2019*
RRM Project Manager: *Michael Scott*
mlscott@rrmdesign.com
(805) 903-1233, Ext. 273

RRM SERVICES PROVIDED:

Architecture

Madera County was faced with a decision to build one central or two developer-built fire stations to serve its fast-growing southern region. RRM Design Group provided strategic planning services to examine the feasibility of a new fire station midway between the Gunner Ranch and Riverstone residential subdivisions. The strategy mapped out a complex phasing timeline based on developer agreements and County contributions for new personnel, apparatus, and facilities. RRM brought in longtime collaborator Citygate Associates to provide response time, fire staffing, and benefit zone analyses to augment architectural programming, station prototype design, and site master planning studies. As a result of these studies, the County is proceeding with two stations, one of which RRM is providing full architecture and engineering services.



AZUSA DOWNTOWN
SPECIFIC PLAN AND TOD GENERAL PLAN/ DEVELOPMENT CODE UPDATE

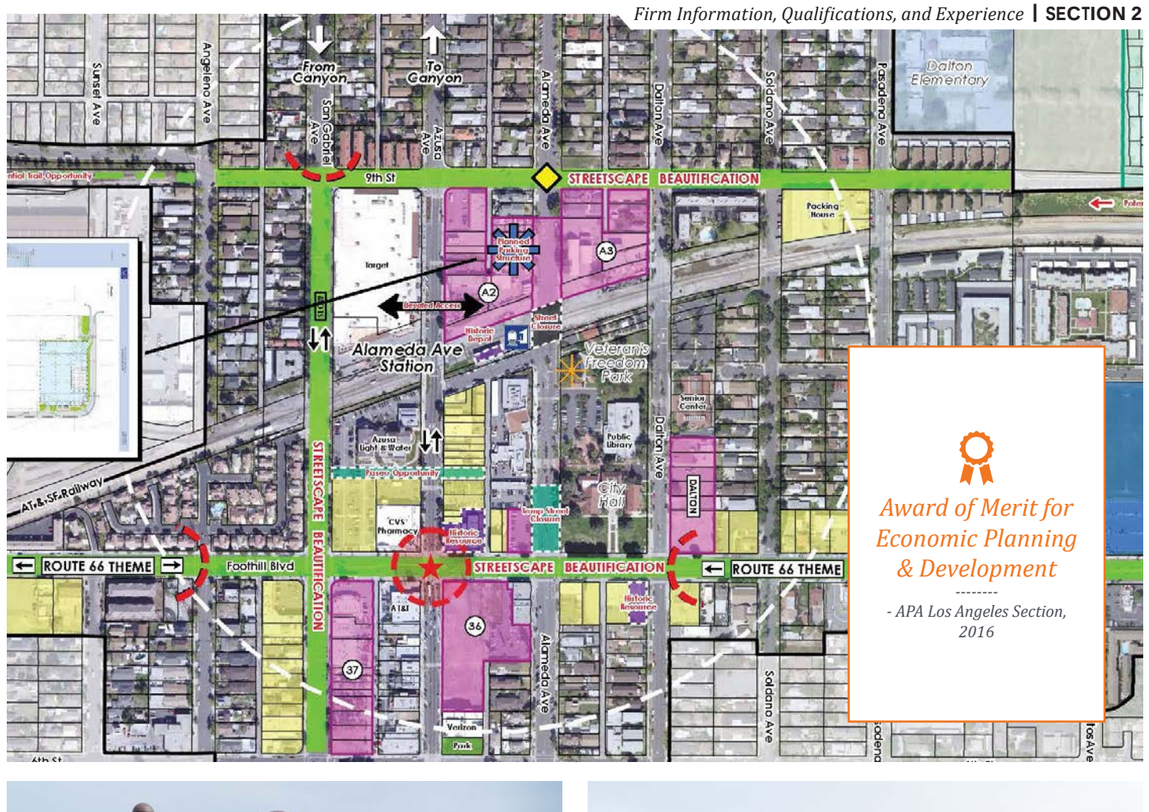
NOTABLE INFO AND STATS:

***Client**: City of Azusa*
***Contact:** Manuel Muñoz*
(626) 812-5226 | mmunoz@azusaca.gov
***Contract Amount:** $596,400*
***Project Timeline:** 2014-2016*
***RRM Project Manager:** Jami Williams*
(805) 903-1204, Ext. 209
jawilliams@rrmdesign.com

RRM SERVICES PROVIDED:

Planning, Architecture, Engineering, Landscape Architecture

The City of Azusa retained RRM to prepare a 350-acre Downtown Specific Plan and TOD General Plan/Development Code Update focusing on Azusa's downtown, two future Gold Line transit stations, and adjacent residential neighborhoods. Funded through a Los Angeles Metropolitan Transportation Authority (Metro) grant, the work effort addresses a mix of commercial, residential, and entertainment-related land uses that will be instrumental in creating a vibrant mixed-use, pedestrian-oriented environment. The project market analysis informs recommended land uses and development standards, which are complemented by design guidelines to ensure high quality, compatible development. Inclusive community engagement incorporates ideas voiced by residents, business owners, and decision-makers. The overall effort is complemented by an integrated CEQA process for an Environmental Impact Report.



Award of Merit for Economic Planning & Development

- APA Los Angeles Section, 2016







EL MONTE
DOWNTOWN TOD SPECIFIC PLAN

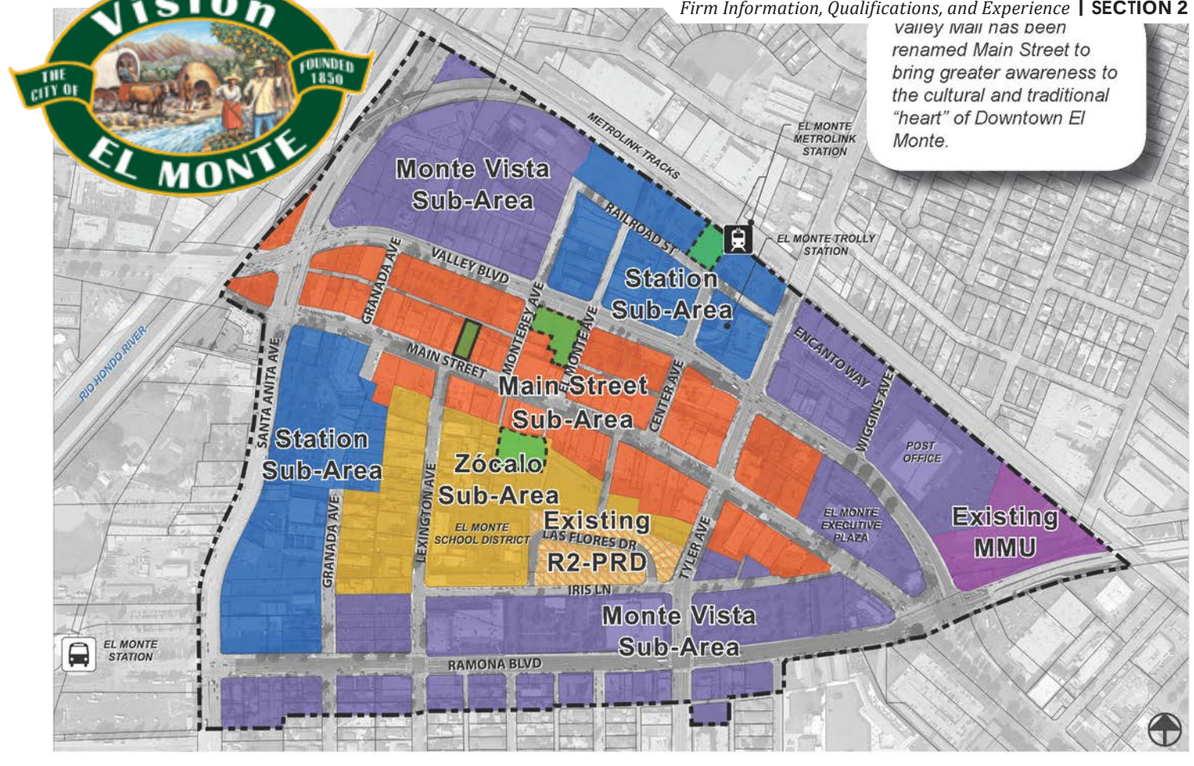
NOTABLE INFO AND STATS:

***Client**: City of El Monte*
via Evan Brooks Associates
***Contact:** Betty Donavanik*
(626) 258-8626
bdonavanik@elmonteca.gov
***Contract Amount:** $244,721*
***Project Timeline:** 2013-2017*
***RRM Project Manager:** Jami Williams*
(805) 903-1204, Ext. 209
jawilliams@rrmd esign.com

RRM SERVICES PROVIDED:

Planning, Architecture, Engineering, Landscape Architecture

The City of El Monte selected RRM Design Group to develop a Downtown Main Street TOD Specific Plan. The project provides the regulatory land use and planning framework for implementing the vision articulated in the adopted 2011 Vision El Monte General Plan. The plan focuses on the revitalization and plans for physical improvements to Main Street and infuses the downtown with new housing opportunities. In addition, RRM was asked to develop streetscape improvement construction documents to enhance the City's downtown urban core. The streetscape beautification, now under construction, is the first phase of enhancements, which include pedestrian crossing improvements, new street trees, landscape planted parkways, and new seating areas along this vibrant street. The design also includes improvements to paseo access to the street, new street pedestrian lighting, traffic calming features, and the design of bioswales and permeable pavement to capture urban storm runoff.





RRM PROJECT
MacArthur BART Transit Village, Oakland



3

SCOPE OF WORK

Proposal for Intermodal Transit Center

SCOPE OF WORK STATEMENT

RRM Design Group believes that a thorough, well-structured approach and work plan, developed early and with consensus agreement, results in not only successful products, but successful projects throughout the design and construction process. We have broken down our work plan into the following significant phases and tasks based on our understanding of the stakeholder needs, project demands, and jurisdictional requirements. We have also proposed a team and support staff comprised of expertise, familiarity with the project, and the City to meet the work plan and schedule provided in the RFQ and articulated in our response.

SCOPE OF WORK SECTIONS

PHASE 1: KICKOFF AND VERIFICATION

Task 1.0: Project Initiation and Administration
Task 1.1: Existing Condition Verification and Site Survey

PHASE 2: SCHEMATIC DESIGN (30%)

Task 2.1: Schematic Design

PHASE 3: CONSTRUCTION DOCUMENTS (50%, 90%, 100%)

Task 3.1: 50% Design Development Documents
Task 3.2: 90% Construction Documents
Task 3.3: Permitting

PHASE 4: BIDDING AND CONSTRUCTION ADMINISTRATION (RECOMMENDED)

Task 4.1: Bidding
Task 4.2: Construction Administration
Task 4.3: Record Drawing and Project Closeout

OPTIONAL TASKS

Task O.1: 5th and C St.



PHASE 1: KICKOFF AND VERIFICATION

Task 1.0: Project Initiation and Administration

Develop and maintain a focused project execution process, so the schedule doesn't slip and resources are used efficiently.

RRM will work with the City to get the project moving quickly and maintain the momentum moving forward. We start with a kickoff meeting focused on developing a consensus project understanding for key stakeholders. This culminates in a consensus-driven goals and objectives statement, aligned project milestone schedule, identified project risks and established 'rules of engagement.'

RRM will provide bi-weekly status updates and coordination meetings, including schedule updates, weekly accomplishments, upcoming activities, needs/dependencies from the City, and track open issues.

Deliverables:

- *Project goals and objectives statement*
- *Project schedule (level-3/4 design schedule, level-2 construction schedule)*

Meetings:

- *One (1) kickoff meeting with the City project stakeholder team*
- *Bi-weekly status updates and coordination meetings – one half (1/2) hour (conference call, 20 weeks)*

Client Participation:

- *Identify and coordinate meetings with key stakeholders*

Task 1.1: Existing Condition Verification and Site Survey

Observe and document existing site conditions, so that design can respond to physical and regulatory constraints and risks (and costs) can be avoided or mitigated.

RRM will investigate the existing site conditions, building, and overlying regulatory conditions. Assessment will include: architectural and accessibility requirements; structural deficiencies, electrical impacts and conditions; and mechanical and plumbing impacts and conditions. These will be documented as as-built verification base plans, existing building assessments, and conceptual replacement plans. Together with direction from the City, these will form the basis for the plan for reconstruction or replacement.

Deliverables:

- *Topographic site survey*
- *Updated base files of existing building (necessary for areas of improvement only)*
- *Existing building assessment*

Meetings:

- *One (1) existing condition site verification visits*

Client Participation:

- *Coordinate site access availability*
- *Field material testing, if needed*
- *Provide existing as-built documentation*

PHASE 2: SCHEMATIC DESIGN (30%)

Task 2.1: Schematic Design

Document project understanding and primary scope graphically and outline performance requirements, so stakeholders can clearly articulate and validate the project understanding.

With the completion of the existing condition verification phase, RRM will prepare a complete schematic design package for City review and verification of major scope elements for all trades.

Deliverables:

- *Schematic design drawing package (architecture, civil engineering, MEP, and landscape architecture)*
- *100% schematic design budget estimate*

Meetings:

- *One (1) schematic design review meeting*

Client Participation:

- *Attendance and coordination for review meetings*
- *Assistance with preparation and processing of planning applications, if needed*

PHASE 3: CONSTRUCTION DOCUMENT

Task 3.1: 50% Construction Documents

Determine and integrate major building systems and equipment to be clearly defined and coordinated with other integral systems. Clearly express the design intent so that the project can be reviewed and bid with accuracy.

We will clearly express the design intent so that the project can be reviewed and bid with accuracy. Based on the schematic design documents and project budget, RRM and our consultant team will develop the project's building systems and site improvements. The architectural and engineering team will design and lay out the basic engineering systems in the design development subtask. Construction cost estimates will be prepared to reflect the information developed in this task. Decisions in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long-term costs, sustainability, and other priorities identified in the program. We recommend a careful analysis at this stage to develop the most energy-efficient design possible.

Deliverables:

- *50% construction documents drawings*
- *50% construction documents outline specifications*
- *50% construction documents budget estimate*

Meetings:

- *One (1) preliminary code review meeting with City Building Department (teleconference)*
- *One (1) 50% construction documents review meeting (teleconference)*

Client Participation:

- *Provide design and equipment standards*

Clearly express the design intent so that the project can be reviewed and bid with accuracy.

Based on the 50% construction documents and client review comments, drawings, and specifications, RRM and our subconsultants will prepare the final construction documents for permitting and bidding.

Deliverables:

- *90% construction documents drawings*
- *90% construction documents specifications*
- *90% structural calculations*
- *90% construction documents budget estimate*

Meetings:

- *One (1) meeting to review progress (teleconference) (if needed)*
- *One (1) meeting to review City team comments on the 90% construction documents*

Client Participation:

- *Provide Standard Division 1 and General Condition specifications*

Task 3.3: Permitting

Thorough and responsive submittal and correction process so that we ensure timely compliance.

RRM will submit the 90% construction documents to the City Building Department for plan check review at the end of the construction document task. RRM will respond to the plan, check comments received in writing and prepare documentation to achieve permit-ready status. During this task, 100% modifications to the documents may also occur as a result of City team review comments and RRM's in-house QA/QC final review. RRM will incorporate the City agency plan check, RRM in-house QA/QC, and City review comments into the 100% construction document set for the project bidding process.

Deliverables:

- *100% construction documents, supplemental information, and application assistance*

Meetings:

- *One (1) meeting for submittal overview to the building department (teleconference)*

Client Participation:

- *Application, fee payment and submittal of permit set*

PHASE 4: BIDDING AND CONSTRUCTION ADMINISTRATION (RECOMMENDED)

Task 4.1: Bidding

Support an efficient, clear, fair bidding process with the City and contractors.

RRM and our subconsultants will assist the City during the bidding phase by participating in a pre-bid conference, evaluating and advising the City regarding substitution requests, and responding to questions from prospective bidders in the form of an addendum.

Deliverables:

- *Respond to bidder questions*
- *Prepare up to three (3) addendums (as needed)*
- *Conformance set of construction documents*

Meetings:

- *One (1) pre-bid conference with prospective bidders*
- *One (1) bid opening and evaluation meeting (conference call)*

Client Participation:

- *Attendance and administration of the pre-bid conference*
- *Administration of the bid process and document distribution*
- *City to provide division 00 and 01 specifications*
- *City will conduct bid opening meeting*

Task 4.2: Construction Administration

Assure and support the execution of a quality project that meets the design and performance intent for the City.

RRM and our subconsultants will remotely assist the City during the construction phase by reviewing and responding to contractor submittals and requests for additional information, reviewing and responding to requests by the City for changes in the work, observing and advising the City regarding construction progress and conformance to the contract documents. We will attend bi-weekly progress meetings and assist the City in the preparation of a punch list. We will advise the City on the status of the project concerning substantial completion and final completion. Construction administration assumes no more than a six month construction project.

Deliverables:

- *Response to Requests for Information*
- *Issue bulletins/supplemental information instructions and field observation reports*
- *Review contractor submittals*
- *Review payment applications, change order proposals*
- *Prepare punch list*

Meetings:

- *One (1) pre-construction meeting (onsite)*
- *Approximately eighteen (18) teleconference project meetings, every week (2 hours max); and*
- *Six (6) site observation visits, once a month (onsite)*
- *One (1) final construction and punch list completion meeting (onsite)*
- *Two (2) as-needed meetings during construction for potential issues (onsite)*

Client Participation:

- *Attendance at meetings*

Task 4.3: Record Drawing and Project Closeout

Ensure quality record documents and administrative records for future modifications and maintenance of the facility.

RRM and our subconsultants will review the contractor's markups of record drawings to verify all revisions made during construction are included to provide the City with a complete record of the project as completed. RRM and our subconsultants will update the digital CAD drawings and provide the City with a digital PDF and CAD file.

Deliverables:

- *List of missing revisions*
- *Scan of final contractor markups*
- *As-built construction plans in hard copy, digital pdf, and CAD*
- *Review of contractor-provided record as-built drawings and operations and maintenance manuals*

OPTIONAL TASKS

Task O.1: 5th and C St.

If desired by the City after analysis by RRM consultants the City may elect to improve the existing path of travel from the Transit Site to the corner of 5th and C Streets. RRM will provide path of travel improvement drawings and CA support service as needed for these improvements.

Deliverables:

- Existing conditions and demolition plan
- Grading Paving Plan
- Curb ramp details

Meetings:

- To be incorporated with other meetings

COST CONTROL AND BUDGETING

RRM takes an equally thoughtful approach to developing our designs into implementable plans that achieve the most value for our clients. We strive to balance the aesthetic, functional, environmental, schedule, and initial and lifecycle costs, so that the City and Community enjoy our projects just as much 30 years later as they do at opening. The key is we don't let our ego get in the way! We understand that public projects need to balance near term and long-term constraints and needs and it's our job to help with this.

Some of the ways we achieve the most value is by using our years of experience on some of the hardest public project types (public parks, fre stations, schools, etc.) to design the little details that increase the long-term durability and reduce operational costs.

In addition to our knowledge and philosophy we recommend an itemized cost estimate approach at the majore stages. This allows us to make decisions with the City that are at the appropriate level, such as big scope changes early on.

Lastly, we aim to make choices when specifying materials and systems that are not only appropriate for the end product, but that match the level of expected contractors to facilitate a clean and robust contractor bidding environment. Some of the ways we do this is to be knowledgeable of the local contacting community and experience, availability of materials, and clearly identifying building systems and how they integrate with the design.

CONSIDERATIONS

CRITICAL ENGINEERING ISSUES

For any renovation project, one of the most critical aspects is balancing desired scope and design with minimal disruption to existing conditions. We try to minimally impact items such as structural systems and major mechanical, electrical, and plumbing systems. By doing so the design can reduce revisions to system that would have minimal qualitative value.

In addition, to the improvements internally, we noticed various levels of asphalt pavement failure. We recommend the City conduct a geotechnical investigation and together develop a pavement replacement strategy that meets the initial cost constraints that provides the most long-term value.

Lastly, there are some apparent ADA issues along the Public Way along 5th street. We have included an assessment in our proposal and an optional task that the City can elect if desired to make improvements to the path of travel.

ENVIRONMENTAL ISSUES

Based on the age of the facility, there were no apparent environmental issues. However, the City must conduct a Lead and Asbestos study prior to commencing any work. We recommend completing this at project initiation for confirmation of any hazardous materials.

From a forward-thinking sustainability perspective, the scope did not require any improvements for electric vehicle or bus charging stations. RRM will review this and work with the client to identify any opportunities to minimize future work if possible.

COST AND SCHEDULE

The largest potential cost and schedule impact that we foresee and is common in renovation projects is undocumented or unknown existing conditions (e.g. rot damage). To help mitigate this we have included a site assessment early on with our consultant team to verify systems and any critical factors that could add complexity and cost to the project. In addition, our team is experienced in balancing the long-term costs against the initial cost for the project. We understand that public buildings need to last for 30+ years and will work with the City to balance the budget with the scope.

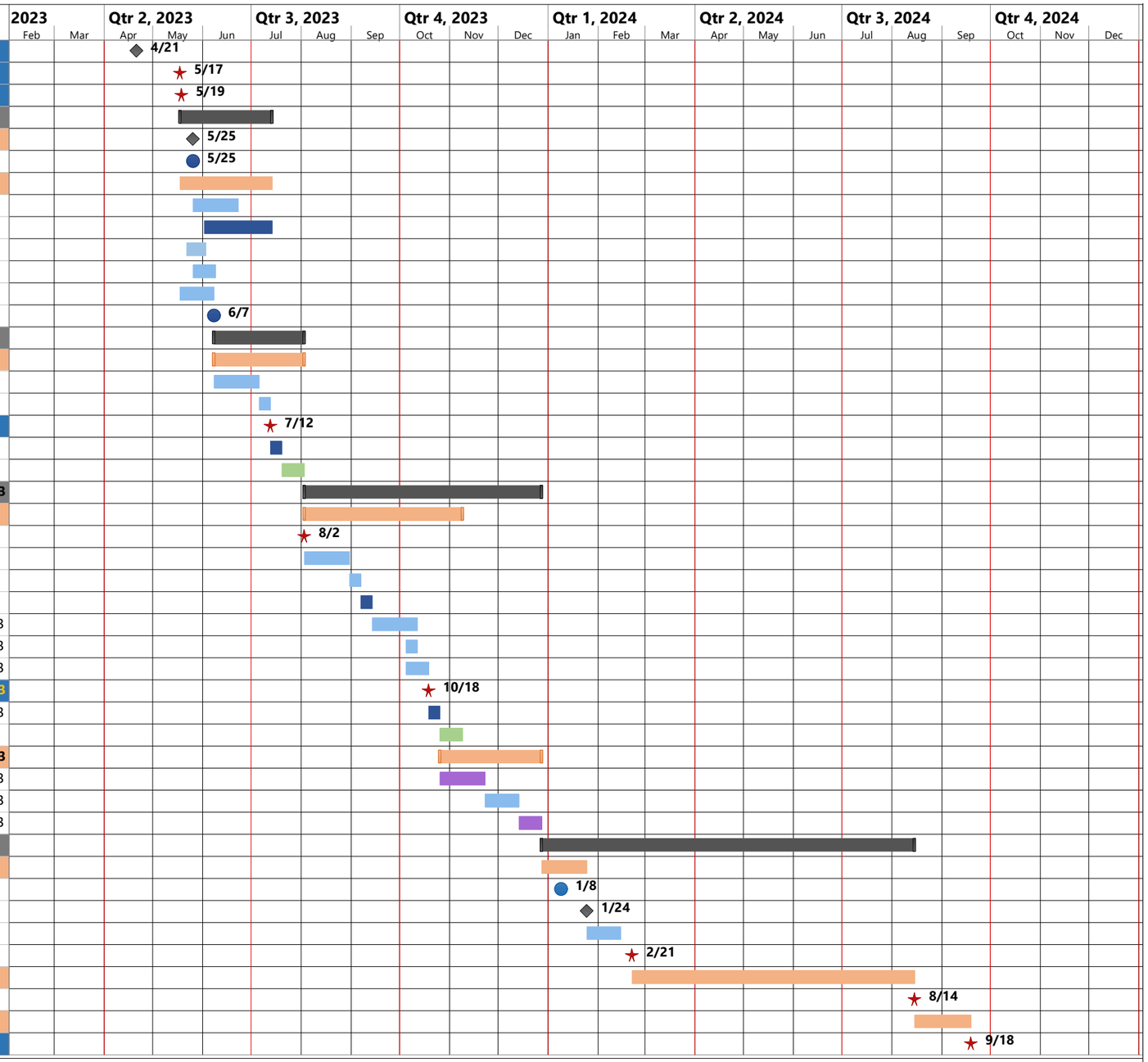
Lastly, we start with a schedule, verify it with the stakeholders, and monitor it with the City stakeholder on a weekly basis. We focus on hitting our scheduled dates but are flexible to ensure that most of all the overall project is successful for our clients.

NEIGHBORHOOD ENHANCEMENT

RRM is a community based design firm. Our design philosophy isn't fueled from a designer ego, success for us is fueled from coming up with the best solution for our clients and the community. For the Madera project we look forward to hearing from the stakeholders and being able to implement a solution that connects and signifies the importance to the community for years to come.

TIMELINE

ID	Task Name	Duration	Start	Finish
1	**RFQ Submittal**	**0 days**	**Fri 4/21/23**	**Fri 4/21/23**
2	**Contract Award by Council**	**0 days**	**Wed 5/17/23**	**Wed 5/17/23**
3	**Notice to Proceed**	**0 days**	**Fri 5/19/23**	**Fri 5/19/23**
4	**Phase 1 - Schematic Design**	**41 days**	**Thu 5/18/23**	**Thu 7/13/23**
5	**Task 1.0 Project Initiation and Administration**	**0 days**	**Thu 5/25/23**	**Thu 5/25/23**
6	**Kickoff Meeting**	0 days	Thu 5/25/23	Thu 5/25/23
7	**Task 1.1 Exiting Condition Verification and Site Survey**	**41 days**	**Thu 5/18/23**	**Thu 7/13/23**
8	Existing Condition Assessment (as-built verification)	20 days	Fri 5/26/23	Thu 6/22/23
9	**Geotechnical Investigation and Studies (if needed)**	30 days	Fri 6/2/23	Thu 7/13/23
10	Site Survey and Underground Utility Investigation	10 days	Mon 5/22/23	Fri 6/2/23
11	Code and Jusisdictional Analysis	10 days	Fri 5/26/23	Thu 6/8/23
12	Develop Conceptual Diagrams and Boards	15 days	Thu 5/18/23	Wed 6/7/23
13	**Conceptual Design Review/Program Review Meeting**	**0 days**	**Wed 6/7/23**	**Wed 6/7/23**
14	**Phase-2 Schematic Design**	**40 days**	**Thu 6/8/23**	**Wed 8/2/23**
15	**Task 2.1 Schematic Design**	**40 days**	**Thu 6/8/23**	**Wed 8/2/23**
16	Schematic Design Documentation	20 days	Thu 6/8/23	Wed 7/5/23
17	100% Schematic Design Cost Estimate	5 days	Thu 7/6/23	Wed 7/12/23
18	**Phase 1 Submittal**	**0 days**	**Wed 7/12/23**	**Wed 7/12/23**
19	**City Schematic Design Review**	5 days	Thu 7/13/23	Wed 7/19/23
20	Schematic Design Refinement Resolution	10 days	Thu 7/20/23	Wed 8/2/23
21	**Phase 3 - Construction Documents**	**105 days**	**Wed 8/2/23**	**Wed 12/27/23**
22	**Task 3.1 Construction Documents**	**70 days**	**Wed 8/2/23**	**Wed 11/8/23**
23	**50% Construction Documents NTP**	0 days	Wed 8/2/23	Wed 8/2/23
24	50% Construction Documents	20 days	Thu 8/3/23	Wed 8/30/23
25	50% Constructability Review-Building Systems	5 days	Thu 8/31/23	Wed 9/6/23
26	**City 50% Construction Documents Review**	5 days	Thu 9/7/23	Wed 9/13/23
27	90% Construction Documentation	20 days	Thu 9/14/23	Wed 10/11/23
28	90% Constructability Review-Building Details	5 days	Thu 10/5/23	Wed 10/11/23
29	90% Construction Documents Cost Estimate	10 days	Thu 10/5/23	Wed 10/18/23
30	**Phase 3 Submittal**	**0 days**	**Wed 10/18/23**	**Wed 10/18/23**
31	**City 90% Construction Documents Review**	5 days	Thu 10/19/23	Wed 10/25/23
32	90% Construction Documents Refinement Resolution	10 days	Thu 10/26/23	Wed 11/8/23
33	**Task 2.3 Permitting**	**45 days**	**Thu 10/26/23**	**Wed 12/27/23**
34	1st Building Department Review	20 days	Thu 10/26/23	Wed 11/22/23
35	Incorporate Building Dept. Comments	15 days	Thu 11/23/23	Wed 12/13/23
36	2nd Building Department Review	10 days	Thu 12/14/23	Wed 12/27/23
37	**Phase 4 - Bidding and Construction Administration**	**165 days**	**Thu 12/28/23**	**Wed 8/14/24**
38	**Task 4.1 Bidding**	**20 days**	**Thu 12/28/23**	**Wed 1/24/24**
39	**Pre-Bid Conference**	0 days	Mon 1/8/24	Mon 1/8/24
40	**Bid Opening and Evaluation Meeting**	0 days	Wed 1/24/24	Wed 1/24/24
41	Conformance Set	15 days	Thu 1/25/24	Wed 2/14/24
42	**Construction Award**	0 days	Wed 2/21/24	Wed 2/21/24
43	**Task 4.2 Construction Administration (6 months)**	**125 days**	**Thu 2/22/24**	**Wed 8/14/24**
44	**Certificate of Occupancy**	0 days	Wed 8/14/24	Wed 8/14/24
45	**Task 4.3 Record Drawing Review and Project Closeout**	**25 days**	**Thu 8/15/24**	**Wed 9/18/24**
46	**Project Complete**	**0 days**	**Wed 9/18/24**	**Wed 9/18/24**



Wed 5/10/23

1

* schedule is dependent on staekholder, agency, and contractor durations

RRM PROJECT
Whittier Oak Station



4

LITIGATION

Proposal for Intermodal Transit Center

rrm design group



RRM'S LITIGATION HISTORY (5 YEARS)

Case Name:
RRM DESIGN GROUP VS. PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
Date of Claim: 1/27/20
Claim Detail: Paso Robles Joint Unified School District failed to pay for services rendered. RRM filed a Breach of Contract claim a measure of last resort.
Project Name: Paso Robles Joint Unified Master Plan Topographic Surveying
Project Owner/Respondent: Paso Robles Joint Unified School District
Applicable Court: County of San Luis Obispo
Current Status: Settled

Case Name:
ROBERT SHELDON, ET. AL. VS. CITY OF PISMO BEACH, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, RRM DESIGN GROUP
Date of Claim: 1/25/20
Claim Detail: Personal injury claim filed related to a trip and fall at Pismo Beach cement seating.
Project Name: Pismo Beach Pier Plaza and Parking Lot Upgrade and Price Street Streetscape
Project Owner/Respondent: City of Pismo Beach
Applicable Court: County of San Luis Obispo
Current Status: In litigation

Case Name:
ARLINGTON THEATRE PROPERTY, LLC VS. RRM DESIGN GROUP
Date of Claim: 7/17/18
Claim Detail: Accessibility doorway clearance, other construction-related issues, and active settlement discussions are taking place. Currently under tolling agreement executed between parties.
Project Name: Arlington Village Rentals and Mixed-Use Development
Project Owner/Respondent: Arlington Theatre Property, LLC
Applicable Court: County of Santa Barbara
Current Status: In settlement discussions

Case Name:
RRM DESIGN GROUP VS. KERRY MORIARTY
Date of Claim: 3/29/18
Claim Detail: Moriarty Property Company failed to pay for services rendered. RRM filed a Breach of Contract claim, a measure of last resort.
Project Name: New Town Plaza Mixed-Use Development
Project Owner/Respondent: Kerry Moriarty
Applicable Court: County of Santa Barbara
Current Status: Settled

RRM PROJECT
Manteca Transit Station

RRM PROJECT
Manteca Transit Center



5

CONTRACT AGREEMENT

Proposal for Intermodal Transit Center

CONTRACT EXCEPTIONS

RRM Design Group has reviewed the Professional Services Agreement and we have no objection to the terms and conditions contained therein, assuming that the indemnification clause is consistent with State of California Civil Code Section 2782.8 verbiage.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: E-1

SUBJECT:

Yosemite Avenue Landscaping and Project Updates

RECOMMENDATION:

This report is submitted for City Council (Council) as an update of the Caltrans State Route 145 Yosemite Avenue (Project) and consideration and direction relative to various items for the Project

SUMMARY:

Caltrans and their consultant continue to work on the design of the Project. As the design progresses, specific questions on various items are generated in which the Caltrans team needs direction on how to proceed. Many of these can be answered by staff, however, some items require more consideration. Landscaping along Yosemite Avenue has been requested to be included in the Project. The planting materials and desired aesthetic look have yet to be defined as of this time.

Additionally, an area along Madera Avenue at G Street has an atypical section of pavement without a clearly defined intersection. Caltrans will be adding curb, gutter and sidewalk along Madera Avenue and G Street. Caltrans is requesting feedback for this location.

DISCUSSION:

City staff continues to work with Caltrans staff and their consultant to include as many of the improvements identified in the Downtown Plan into the project as possible. Cost estimates are being prepared to widen sidewalks between E Street and B Street, add decorative street lighting, Rectangular Rapid Flashing Beacons at unsignalized intersections, and landscaping within the proposed median islands along the street. As authorized by Council at the March 1, 2023, meeting, these added improvements can be at most $3 million. Currently, the estimate exceeds

this value and adjustments to the scope will be made. A general overview of the improvements being considered and estimated along Yosemite is shown in Attachment 1.

As the discussion turned to landscaping along Yosemite Avenue, questions about desired trees species and shrubs surfaced. Previous discussions with Council have generally indicated a desire for more shade along Yosemite Avenue.

Around the City, there are generally two concepts of landscaping streets. Many areas have trees and shrubs in the median and trees in the park strip adjacent to the street. Other areas have more recently included drought-tolerant plants and materials. For example, trees and shrubs are within the median island along Yosemite Avenue, west of Gateway. Similar landscaping can be found along parts of Cleveland, Westberry, and Howard. This type of landscaping would provide added shade along Yosemite. However, more drought-tolerant landscaping has been planted on 4th Street from Sunset to Lake and north of Pecan on Pine. Because of the plants and materials used, less shade would be provided in conflict with the recommendations of the Downtown Master Plan, but it would be more economical for maintenance and water usage. Examples of landscaping within the City are shown in Attachment 2.

A third consideration for landscaping on Yosemite Avenue could be to have the Caltrans Landscape Architect propose various landscaping concepts to be incorporated into the Project.

With the options available for landscaping, staff is seeking direction from Council to ensure the Project matches what is being envisioned.

Once the landscaping has been completed, it appears it will need to be added to the City's Landscape Maintenance Services contract, in the Downtown District area unless the Madera Downtown Association agrees to maintain it. That contract expires in 2025, prior to Caltrans completing the work, so this additional maintenance will not affect the current contract. The current annual cost for this area is approximately $6,100.

A second item that has come up from the Project design is the intersection of Madera Avenue and G Street. There is a large, paved area at this location where the intersection is not clearly defined. Caltrans is installing curb, gutter, and sidewalk at this location to better define the intersection and they are asking what we would like to do with the area enclosed by the curb and gutter. A conceptual layout of this intersection is shown in Attachment 3.

As shown on this conceptual layout, options on the use of this land become available. Two options for this "parcel" is that it can be vacated as street right of way and combined with the adjoining parcel as it is too small for a separate residential lot, or it could be developed as a small, landscaped park or open space, potentially with signage or artwork to welcome visitors to Madera.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund as a result of assigning transportation funds toward the Project for the added improvements. Additional funding for landscape maintenance would come from the Downtown Association fund, which is not supported by the General Fund.

ALTERNATIVES:

Alternatives will be considered as part of Council discussion.

ATTACHMENTS:

1. Yosemite Avenue Improvements
2. Various Landscaping Concepts
3. Madera Avenue/G Street Intersection

Attachment 1

Yosemite Avenue Improvements

NOTES:

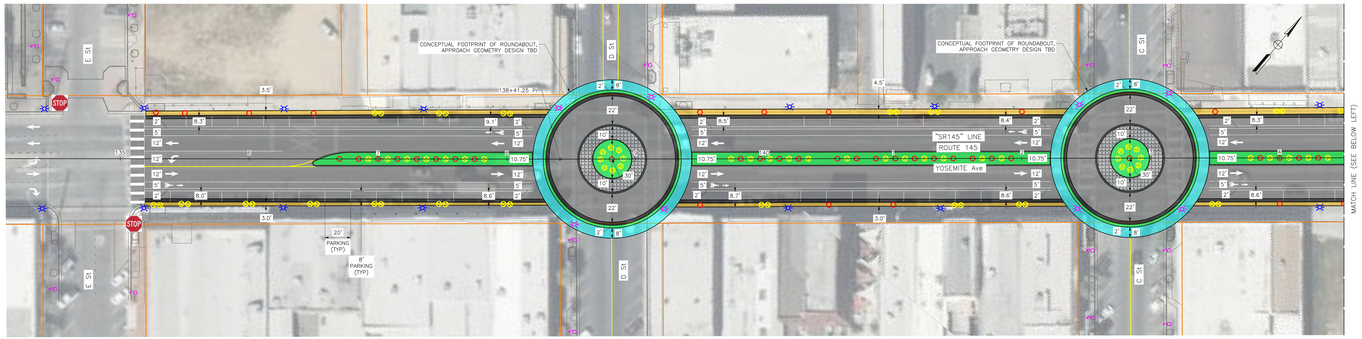
1. TREES AND LANDSCAPING LOCATIONS IN EXISTING SIDEWALK TO BE VERIFIED TO NOT IMPACT EXISTING BASEMENTS
2. POTENTIAL FOR LANDSCAPING AT ENTRANCES AND EXITS ONCE ROUNDABOUT IS DESIGNED
3. LIGHTING ANALYSIS TO BE PERFORMED TO CONFIRM WHERE LIGHTING WILL BE REQUIRED
4. BIKE PARKING EXACT LOCATIONS TO BE DETERMINED LATER
5. TRANSIT STOP LOCATIONS TO BE DETERMINED AND TO BE INSTALLED PRIOR TO CALTRANS PROJECT
6. DOES NOT INCLUDE MODIFICATIONS OR CORRECTIONS TO EXISTING SIDEWALKS FOR ADA COMPLIANCE. THIS WOULD BE COST PROHIBITIVE. DSDD TO BE PURSUED

CALTRANS IMPROVEMENTS LEGEND:

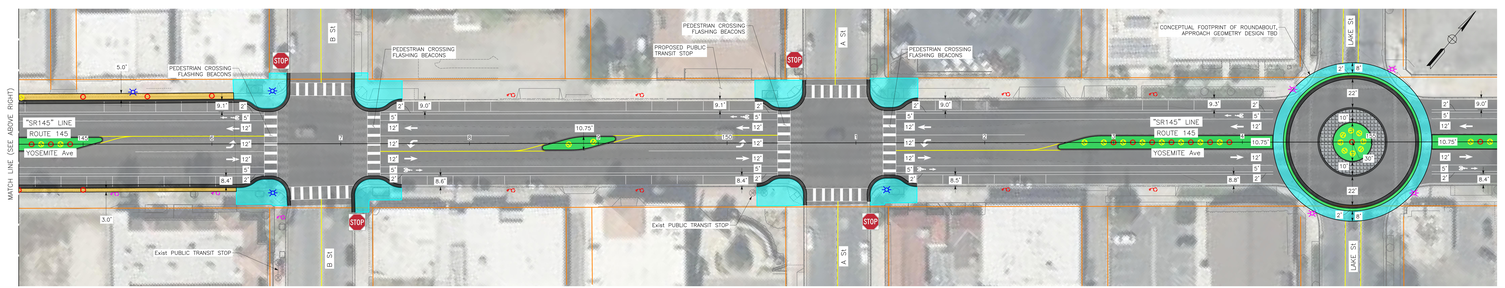
- Exist R/W
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK/BULB-OUT
- PROPOSED TRUCK APRON
- PROPOSED CURB & GUTTER
- STOP SIGN TRAFFIC CONTROL
- Exist TRAFFIC SIGNAL WITH LIGHT (EXISTING STREET LIGHTS TO BE REPLACED WITH ROUNDABOUT LIGHTING)
- Exist LAMP POST

CITY IMPROVEMENTS LEGEND:

- PROPOSED SIDEWALK WIDENING
- PROPOSED RAISED MEDIAN/LANDSCAPE
- Exist STREET LIGHT (EXISTING STREET LIGHTS TO BE REPLACED WITH DECORATIVE LAMPS)
- PROPOSED LAMP POST
- PROPOSED TREE
- PROPOSED SHRUB



PLAN
SCALE 1"=20'



PLAN
SCALE 1"=20'

CITY OF MADERA
COST ESTIMATE

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SIDEWALK WIDENING	LF	1807	$900	$1,626,300
TREES	EA	42	$2,500	$105,000
SHRUBS	EA	62	$500	$31,000
LIGHTING	EA	*26	$15,000	$390,000
PEDESTRIAN CROSSING FLASHING BEACONS	EA	4	$170,000	$680,000
SUPPORT COST	LS	1	$600,000	$600,000
BIKE PARKING	EA	5	$6,000	$30,000
			TOTAL	$3,462,300

*ACCOUNTS FOR REPLACEMENT OF EXISTING STREET LIGHTS TO LAMP POSTS AND PLACEMENT OF NEW LAMP POSTS

SIDEWALK WIDENING INCLUDES: ROADWAY EXCAVATION, REMOVAL OF CONCRETE CURB & GUTTER, HOT MIX ASPHALT, CLASS 2 AGGREGATE BASE, AND MINOR CONCRETE FOR BOTH SIDEWALK AND CURB & GUTTER. DOES NOT INCLUDE MODIFICATIONS OR CORRECTIONS TO EXISTING SIDEWALK FOR ADA COMPLIANCE. THIS WOULD BE PROHIBITIVE. DSDD TO BE PURSUED

LANDSCAPING (TREES AND SHRUBS) ARE LIMITED TO MEDIANS AND ROUNDABOUT CENTER ISLANDS

INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA)
COST ESTIMATE

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
TREES	EA	18	$2,500	$45,000
SHRUBS	EA	36	$500	$18,000
TRANSIT STOP SHELTER FOUNDATION IMPROVEMENTS	EA	3	$10,000	$30,000
SUPPORT COST	LS	1	$155,000	$155,000
			TOTAL	$248,000

LANDSCAPING (TREES AND SHRUBS) ARE LIMITED TO SIDEWALKS AND PEDESTRIAN CORRIDOR

Dewberry

R145 PROJECT
ROUTE 145 & E STREET to ROUTE 145 & LAKE STREET
MAY 2023

PRELIMINARY CONCEPT

Attachment 2

Various Landscaping Concepts



Pine, North of Pecan (looking north)



Pine, North of Pecan (looking south)



Fourth Street, west of G Street



Fourth Street, east of C Street



Yosemite Avenue, west of Gateway



Howard, west of Schnoor



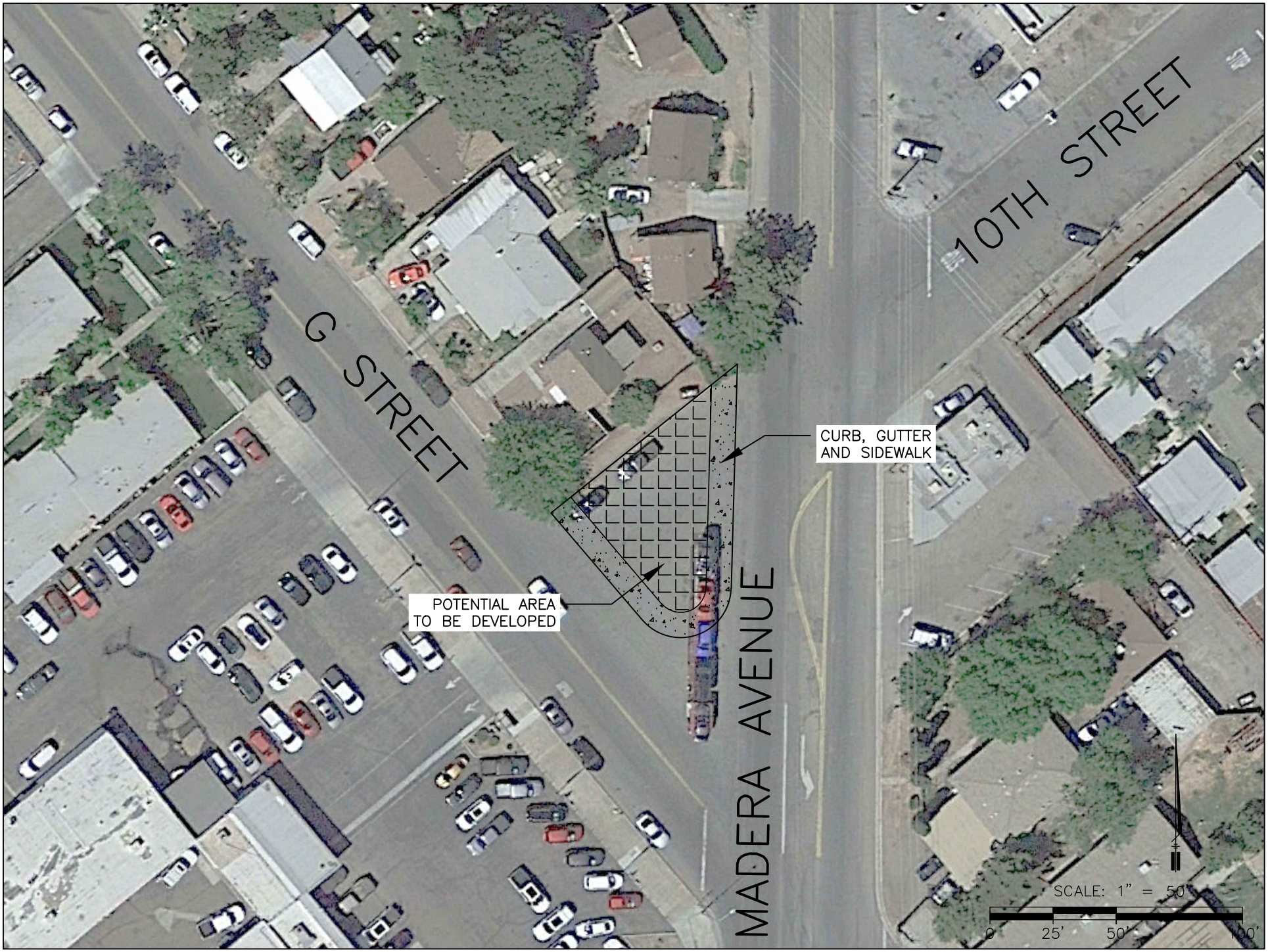
Cleveland, west of Schnoor



Cleveland, east of Owens

Attachment 3

Madera Avenue/G Street Intersection



MADERA AVENUE AT G STREET

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 17, 2023

Agenda Number: E-2

SUBJECT:

Set date(s) for City Attorney interviews

RECOMMENDATION:

Request for direction regarding date(s) for interviewing City Attorney candidates

SUMMARY:

The City Council provided direction to staff at its meeting on May 10, 2023, to publish a Request for Proposals (RFP) for contract City Attorney services due to the upcoming retirement of the current City Attorney. Staff has drafted a timeline for the RFP process and is requesting Council discuss and set a date or dates to be included in the published RFP for interviews of potential City Attorney candidates.

DISCUSSION:

Consistent with Council's direction, staff is finalizing an RFP for publication to seek proposals for City Attorney services. Part of the selection process will include candidate interviews with the City Council. It is helpful to provide this date or dates in advance to potential proposers so that they can reserve the time on their calendar and the City is not asked to try to accommodate various interview schedules after-the-fact. Simply put, it assists in a timely conclusion to the process. Staff has drafted the following timeline for publication and subsequent steps in this process.

Friday, 5/19/23	Publish RFP for Contract City Attorney Services
Friday, 6/2/23	Deadline for written questions
Wednesday, 6/7/23	Response to questions posted
Friday, 6/16/23	Proposal deadline
Wednesday, 6/21/23	Council review of proposals received and direction to staff on which proposers to schedule for interview
To be determined	Council interview of selected candidates

To allow for notification to proposers and potential travel arrangements they will need to make, staff suggests Council consider dates for interviews occurring on or after Wednesday, June 28, 2023. The amount of time needed for interviews will be dependent on the number of candidates Council desires to interview after reviewing proposals. This could range anywhere from a half to a full day of interviews and deliberations. The interviews could occur in one single block of time or Council could potentially reserve two half-day time blocks for the process. Staff will make arrangements based on Council's direction.

FINANCIAL IMPACT:
There is no anticipated financial impact from setting a date for candidate interviews.

ALTERNATIVES:
Council could direct staff to publish the RFP without pre-selecting a date for interviews.

ATTACHMENTS:
None