Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, June 16, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website at www.madera.gov/live. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 934 5723 0806# followed by *9 on your phone to speak. 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 Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Vacant, District 5

INVOCATION: Pastor Fred Thurman, New Life Assembly

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. Proclamation Recognizing Juneteenth Day

INTRODUCTIONS: None

A. WORKSHOP: Street Cross Sections (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 – 4/26/21, 05/05/21

Recommendation: Approve the City Council Minutes of April 26, 2021 and May 5, 2021

B-2 Informational Report on Register of Audited Demands for May 22, 2021 to June 4, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Side Letter Agreements Regarding the City's Contribution to Health Insurance

Recommendation: Adopt a Minute Order

1) Approving Side Letter Agreements with the Mid Management Employee Group (MM) and the Madera Affiliated City Employees' Association (MACEA) Modifying the City's Contribution to Health Insurance Effective July 1, 2021; and

2) Authorizing the City Manager to sign the Side Letters (Report by Wendy Silva)

B-5 Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements (Site Plan Review No. 2019-05)

Recommendation: Adopt a Resolution Approving Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements Relating to Site Plan Review No. 2019-05 and CUP Nos. 2019-03 and 2019-04 (Report by Keith Helmuth)

C. PUBLIC HEARINGS:

C-1 Public Hearing to Approve the Community Development Block Grant (CDBG) COVID-19 Round 3 Funding Allocation and Approve Subrecipient Agreements

Recommendation: Conduct the public hearing to receive final public input and

1) Adopt a Resolution Approving a 2020/21 CDBG Subrecipient Agreement for Services ($122,322) with Community Action Partnership of Madera County, Inc.

2) Adopt a Resolution Approving a 2020/21 CDBG Subrecipient Agreement for Services ($280,321) with Madera Coalition for Community Justice (Report by Ivette Iraheta)

C-2 Public Hearing on the Community Development Block Grant (CDBG) 2021-2022 Action Plan Funding Allocation

Recommendation: Conduct the Public Hearing to Approve Tentative Allocations for the use of CDBG 2021-2022 Action Plan Funds in the Amount of $1,312,191 (Report by Ivette Iraheta)

C-3 Public Hearing for Second Reading Adoption of Two Ordinances Relating to Cannabis to the Municipal Code

Recommendation: Conduct a public hearing and waive the full reading of two ordinances amending the Madera Municipal Code as follows:

1) A Zoning Ordinance Amending Sections §10-3.802 (Light Industrial), §10-3.902 (Heavy Commercial), §10-3.1002 (Industrial zones), and §10-3.11.503 (Industrial Park Zones) of the Zoning Ordinance

2) A Regulatory Ordinance Adding Chapter 5 to Title VI of the Madera Municipal Code Relating to Cannabis Businesses; Repealing Section §4-15 (Medical Marijuana and Cultivation; Chapter 15 to Title IV: Public Welfare); and Adding Section §6-1.95 (Cannabis; Chapter 1 to Title VI: Businesses, Professions, and Trades) (Report by Arnoldo Rodriguez)

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Memorandums of Understanding with the Madera Police Officers' Association (MPOA) and Law Enforcement Mid Management (LEMM)

Recommendation: Adopt a Minute Order Approving

1) Approving the MOU between the City of Madera and the MPOA effective July 1, 2021 through June 30, 2025;

2) Approving the MOU between the City of Madera and LEMM effective July 1, 2021 through June 30, 2025; and

3) Authorizing the City Manager to sign the MOU's; and

4) Authorizing the Director of Financial Services to Designate and Classify Reserves from the General Fund Unassigned Fund Balance into the Assigned Classification for the Portion of the Health Insurance Increase and the One-time Annual Employee Payouts Related to the Four-year MOU's (Report by Wendy Silva)

D-2 Lease Agreement with Pistoresi Ambulance Paramedics for Space at Fire Station 57

Recommendation: Adopt a Resolution Approving a Six-Month Lease Agreement with Pistoresi Ambulance Paramedics beginning on June 16, 2021, in the amount of $2040 per month (Report by Matt Watson)

D-3 Consideration of Demographer Consulting Services for the 2020 Census Redistricting Process

Recommendation: Adopt a Resolution Approving an Agreement with Best Best & Krieger LLP (BB&K) to perform consulting services for the 2020 Census Redistricting Process and Approving Amendment to the General Fund Fiscal Year 2020/2021 Budget for a Line Item Increase of $50,000 within the Contract for Legal Services Account (Report by Alicia Gonzales)

E. ADMINISTRATIVE REPORTS:

E-1 Fiscal Year Budget 2021/2022 Presentation and Workshop

Recommendation: Presentation for Fiscal Year Budget 2021/2022, Council Review, Discuss and Provide Direction to Staff (Report by Roger Sanchez)

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.

G. CLOSED SESSION:

G-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6

Agency Designated Representatives:

Arnoldo Rodriguez, Wendy Silva, and Che Johnson

Employee Organizations:

General Bargaining Unit/Madera Affiliated City Employees Association

Mid-Management Employee Group

Madera Police Officers' Association

Law Enforcement Mid Management

ADJOURNMENT: – Next regular meeting on July 7, 2021

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

I, 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 June 16, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 9:30 p.m. on June 10, 2021.

Alicia Gonzales, City Clerk

RETURN TO AGENDA

Item:	B-1
Minutes for:	04/26/2021s
Adopted:	06/16/2021

Minutes of a Special Meeting of the Madera City Council

April 26, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 916 3906 9810# followed by *9 on their phone to speak. Comments were also 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 Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Councilmember Gallegos

APPROVAL OF AGENDA:
ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES

COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

PUBLIC COMMENT:
Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda at the time the agenda item is called. Speakers should limit their comments to three (3) minutes.

No Public Comment was submitted. Public Comment was closed.

A. CLOSED SESSION:

A-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6

Agency Designated Representatives:
Arnoldo Rodriguez, Wendy Silva, and Che Johnson

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

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 6:03 p.m.

Council returned from closed session at 7:30 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

City Attorney Hilda Cantu Montoy stated there was no reportable action.

ADJOURNMENT: The meeting was adjourned at 7:32 p.m. Next regular meeting May 5, 2021.

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

RETURN TO AGENDA

Item:	B-1
Minutes for:	05/05/2021s
Adopted:	06/16/2021

Minutes of a Special Meeting of the Madera City Council

May 5, 2021 **Council Chambers**
5:45 p.m. **City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website at www.madera.gov/live. Members of the public participated in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 921 3975 9589# followed by *9 on their phone to speak. Comments were also 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 5:45 p.m.

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4

Absent: Councilmember Cece Gallegos, District 1
Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, and Communication Specialist Joseph Carrello.

INVOCATION: None.

PLEDGE OF ALLEGIANCE: None.

APPROVAL OF AGENDA:
ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM VILLEGAS, THE AGENDA WAS APPROVED BY A 5/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER GALLEGOS AND DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 5 – COUNCILMEMBER RODRIGUEZ

COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

ABSENT: 1 - COUNCILMEMBER GALLEGOS

PUBLIC COMMENT:
Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda at the time the agenda item is called. Speakers should limit their comments to three (3) minutes.

No Public Comment was submitted. Public Comment was closed.

A. 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.

A-1 Ellis & D Street Subdivision (Tract No. 19-S-07)

Recommendation: Adopt a Resolution
1) Approving the Final Map for the Ellis & D Street Subdivision
2) Approving Improvement Agreement for the Construction of Improvements for the Ellis & D Street Subdivision (Tract No. 19-S-07)
3) Authorizing Staff to Record the Final Map and Agreement for the Construction of Improvements for the Ellis & D Street Subdivision (Tract No. 19-S-07)
4) Accepting the Dedication of Land for Public Use (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, ITEM A-1 WAS APPROVED BY A 5/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER GALLEGOS AND DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 5 – COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

ABSENT: 1 - COUNCILMEMBER GALLEGOS

ADJOURNMENT: The meeting was adjourned at 5:50 p.m. Next regular meeting May 19, 2021.

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: June 16, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for May 22, 2021 to June 4, 2021

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of May 22, 2021 to June 4, 2021 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	29590 - 29710	$3,118,245.63

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$569,450.89
SDI	EDD	$2,484.36
CalPERS Payment	CalPERS	$0

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 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 2020/2021 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

June 16, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29590	05/25/2021	IS	ADMIN SERVICES	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 1,575.00
29590	05/25/2021	IS	ARTERIAL/COLLECTR	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 295.23
29590	05/25/2021	IS	DIF/PUBLIC WORKS	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 367.92
29590	05/25/2021	IS	DIF/PARKS	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 469.74
29590	05/25/2021	IS	DIF/POLICE	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 173.41
29590	05/25/2021	IS	DRAINAGE DIF	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 684.18
29590	05/25/2021	IS	GEN GOV IMPACT	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 979.50
29590	05/25/2021	IS	TRANS IMPACT FEE	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 1,687.53
29590	05/25/2021	IS	SEWER SE QUAD	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 212.39
29590	05/25/2021	IS	WESTBERRY/ELLIS	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 172.86
29590	05/25/2021	IS	RD 28 SEWER DIF	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 250.74
29590	05/25/2021	IS	TRAFFIC SPECIAL	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 211.76
29590	05/25/2021	IS	SEWER NW QUAD	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 81.27
29590	05/25/2021	IS	SEWER SW QUAD	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 447.06
29590	05/25/2021	IS	STORM DRAIN NW	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 182.70
29590	05/25/2021	IS	STORM DRAIN SE	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 83.71
29591	05/25/2021	PD	PD OPS	HARRY D. WILSON INC.	BRAKE PAD REPLACEMENT	$ 86.02
29592	05/25/2021	HR	INS/RISK MGT	AMERITAS LIFE INSURANCE CORP.	JUNE 2021 DENTAL INSURANCE	$ 385.52
29592	05/25/2021	HR	PAYROLL TRUST	AMERITAS LIFE INSURANCE CORP.	JUNE 2021 DENTAL INSURANCE	$ 13,431.88
29593	05/25/2021	FLEET	FLEET MAINT	HERITAGE-CRYSTAL CLEAN, INC.	PARTS WASHER SERVICE	$ 611.76
29594	05/25/2021	ENGINEERING	RSTP - FED EX	GHD INC.	INTERSECTION IMPROVEMENT PHASE 2	$ 5,722.00
29595	05/25/2021	PD	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	$ 75.78
29596	05/25/2021	FINANCE	FINANCE	ROMERO, ESTEVAN	TUITION REIMBURSEMENT	$ 1,904.42
29597	05/25/2021	PD	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	$ 149.43
29598	05/25/2021	ENGINEERING	GENERAL CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT NO. CN-000497	$ 714,144.51
29599	05/25/2021	CITY ADMIN	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY, PC	SPECIALIZED LEGAL SERVICES	$ 1,053.25
29600	05/25/2021	ENGINEERING	WATER CAPITAL	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	$ 4,083.00
29601	05/25/2021	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINT DOWNTOWN DISTRICT	$ 455.00
29601	05/25/2021	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE APRIL 2021	$ 5,070.00
29601	05/25/2021	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE APRIL 2021	$ 11,215.00
29602	05/25/2021	HR	PAYROLL TRUST	HALCYON BEHAVIORAL, LLC	EAP/WELLNESS APRIL 2021	$ 766.08
29603	05/25/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 04.16.21-04.30.21	$ 900.84
29604	05/25/2021	HR	INS/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES FEB-MAY 2021	$ 8,603.02
29604	05/25/2021	HR	PAYROLL TRUST	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES FEB-MAY 2021	$ 5,031.50
29605	05/25/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 313.00
29606	05/25/2021	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	APRIL 2021 FINGERPRINTING	$ 64.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29606	05/25/2021	PD	PD OPS	CA DEPARTMENT OF JUSTICE	APRIL 2021 FINGERPRINTING	$ 445.00
29606	05/25/2021	PD	PD OPS	CA DEPARTMENT OF JUSTICE	JANUARY-MARCH 2021 MISCELLANEOUS SERVICES	$ 1,876.98
29607	05/25/2021	FINANCE	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE- CHIEF'S OFFICE	$ 179.64
29608	05/25/2021	STREETS	STREETS	CONCENTRA MEDICAL CENTERS	DOT PHYSICAL RECERTIFICATION	$ 64.50
29609	05/25/2021	FIRE	FIRE	DEPARTMENT OF FORESTRY AND FIRE	3RD QTR ACTUAL BILLING FOR CITY	$ 1,073,256.43
29610	05/25/2021	GRANTS	TRANSIT CENTER	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT JUNE 2021	$ 80.00
29610	05/25/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	YC FIRE ALARM INSPECTION	$ 782.50
29610	05/25/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC ALARM MARCH	$ 36.00
29610	05/25/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC ALARM APRIL	$ 36.00
29611	05/25/2021	HR	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE MAY 2021	$ 21.50
29611	05/25/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE MAY 2021	$ 215.00
29611	05/25/2021	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE MAY 2021	$ 3,805.50
29611	05/25/2021	HR	PD OPS	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE MAY 2021	$ 21.50
29612	05/25/2021	PD	PD OPS	ESTEVES, BRIAN	TUITION REIMBURSEMENT	$ 2,400.00
29613	05/25/2021	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SERVICES 05/01/21 - 05/16/21	$ 12,225.00
29614	05/25/2021	FACILITIES	FACILITIES MAINT	GRAINGER, INC.	MAINTENANCE SUPPLIES	$ 45.26
29615	05/25/2021	PARKS	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHOLORINE FOR POOL	$ 1,452.62
29616	05/25/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	05/21 UTILITY SERVICE 3040441	$ 107.59
29616	05/25/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	05/21 UTILITY SERVICE 3040431	$ 82.79
29616	05/25/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	05/21 UTILITY SERVICE 3040421	$ 61.37
29617	05/25/2021	PARKS	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 FOR POOL	$ 697.98
29618	05/25/2021	PD	PD OPS	OFFICE DEPOT	OFFICE SUPPLIES	$ 952.59
29619	05/25/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/21 SERVICE 5207933925	$ 52.11
29619	05/25/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/21 SERVICES 97873429894	$ 97.90
29619	05/25/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 86754795838	$ 40.83
29619	05/25/2021	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	04/21 SERVICE 69483162611	$ 42.46
29620	05/25/2021	PD	CODE ENF	PECK'S PRINTERY	CODE ENFORCEMENT NOC BOOKLETS	$ 351.81
29621	05/25/2021	PD	PD OPS	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	$ 725.00
29622	05/25/2021	WWTP	WWTP	SYNAGRO WEST, INC.	MISCELLANEOUS SERVICES, NO. 1	$ 13,408.32
29623	05/25/2021	PARKS	PARKS	TECH. MASTER PEST MANAGEMENT	GOPHER CONTROL	$ 300.00
29624	05/25/2021	PARKS	COMM & REC	THYSSENKRUPP ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	$ 285.48
29625	05/25/2021	ENGINEERING	LTF - STREETS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW - OLIVE MILE POST 184.5-185.0	$ 68.37
29626	05/25/2021	PD	MEAS K - PD	WATCHGUARD VIDEO	VISTA QUICK CONNECT CHARGING KIT	$ 1,087.91
29626	05/25/2021	PD	PD OPS	WATCHGUARD VIDEO	VISTA HD WEARABLE CAMERA	$ 243.56
29626	05/25/2021	PD	PD OPS	WATCHGUARD VIDEO	VISTA HD WEARABLE CAMERA & VISTA TS ASSY	$ 855.18
29627	05/25/2021	PARKS	AQUATICS PROGRM	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	$ 216.50
29628	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925809 3345 CAMINO CREDIT REFUND	$ 45.26
29629	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9895929 3403 REN CREDIT REFUND	$ 46.09
29630	05/25/2021	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB 10000148 212 E YOSEMITE AVE CREDIT REFUND	$ 286.10
29631	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9904626 243 TOSCHI CREDIT REFUND	$ 395.38

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29632	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9625014 717 WILLIS CREDIT REFUND	$ 135.51
29633	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9909177 1535 LEMON CREDIT REFUND	$ 150.99
29634	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9912791 1879 FILLMORE CREDIT REFUND	$ 202.81
29635	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922370 928 W 3RD CREDIT REFUND	$ 73.01
29636	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922845 111 N Q CREDIT REFUND	$ 61.35
29637	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9907993 3786 VIA DE ORO CREDIT REFUND	$ 64.42
29638	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9917023 1281 PEACH CREDIT REFUND	$ 102.73
29639	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926165 1508 UNIVERSITY CREDIT REFUND	$ 69.24
29640	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 1220001 808 S D CREDIT REFUND	$ 130.54
29641	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9918355 1288 CHERRY CREDIT REFUND	$ 26.09
29642	05/25/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9900237 1828 MADISON CREDIT REFUND	$ 110.75
29643	06/02/2021	ENGINEERING	LTF - STREETS	LIVE OAK ASSOCIATES, INC.	BRIDGE MAINTENANCE	$ 3,231.06
29644	06/02/2021	ENGINEERING	LTF - STREETS	COLIBRI ECOLOGICAL CONSULTING, LLC	NESTING BIRD SURVEY	$ 875.00
29645	06/02/2021	PW ADMIN	STREETS	HICKMAN, JAMIE	WORLD OF CONCRETE 2021	$ 197.50
29646	06/02/2021	PD	PD OPS	HARRY D. WILSON INC.	REPLACE BATTERY FOR 2014 HONDA #6603	$ 182.36
29646	06/02/2021	PD	PD OPS	HARRY D. WILSON INC.	REPLACE BRAKE PADS 2014 HONDA #6602	$ 195.71
29646	06/02/2021	PD	PD OPS	HARRY D. WILSON INC.	MOUNT & BALANCE FRONT TIRE 2014 HONDA #6601	$ 191.54
29646	06/02/2021	PD	PD OPS	HARRY D. WILSON INC.	REPAIR OIL LEAK 2014 HONDA #6604	$ 80.28
29646	06/02/2021	PD	PD OPS	HARRY D. WILSON INC.	PLASTIC PUSH RIVET FENDER CLIPS	$ 4.87
29646	06/02/2021	PD	PD OPS	HARRY D. WILSON INC.	CO-PILOT TANK BAG	$ 784.76
29647	06/02/2021	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVCES	$ 21,929.22
29648	06/02/2021	PD	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GOVERNMENTAL AFFAIRS CONSULTING - JUNE 2021	$ 4,000.00
29649	06/02/2021	PD	PD OPS	PACIFIC STORAGE COMPANY	SERVICE 36 INCH EXECUTIVE COSOLE	$ 322.00
29650	06/02/2021	FACILITIES	GRANT OVERSIGHT	PRESTIGE CUSTOM GLASS	REPAIR GLASS DOOR	$ 174.54
29650	06/02/2021	PD	PD OPS	PRESTIGE CUSTOM GLASS	REPLACE GLASS	$ 335.73
29651	06/02/2021	ENGINEERING	LTF - STREETS	JOHN PAPE CONSULTING, LLC	CONSULTING SERVICES	$ 1,960.00
29652	06/02/2021	FINANCE	PURCHASING	MV CHENG & ASSOCIATES, INC.	TEMP SERVICES -PURCHASING MGR	$ 9,850.00
29653	06/02/2021	FACILITIES	GENERAL CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT NO. CN-000497	$ 152,795.34
29654	06/02/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	$ 20.81
29655	06/02/2021	STREETS	STREETS	CEN-CAL PAVING, INC	ASPHALT PATCHING - ALLEY WAY	$ 116,640.00
29656	06/02/2021	PW ADMIN	WATER CONSERV	GERALD BUUS	HORSE BOARDING 04/21-09/21	$ 300.00
29656	06/02/2021	PW ADMIN	WATER FUND	GERALD BUUS	HORSE BOARDING 04/21-09/21	$ 600.00
29657	06/02/2021	FIRE	MEAS K - FIRE	BAUER COMPRESSORS, INC	SELF CONTAINED BREATHING APPARATUS FLOW TEST	$ 2,620.00
29658	06/02/2021	PW ADMIN	STREETS	HAUL-R-US JUNK REMOVAL, LLC	RIVER CLEAN UP	$ 2,175.00
29659	06/02/2021	PW ADMIN	STREETS	RODRIGUEZ, MAURICIO	WORLD OF CONCRETE 2021	$ 197.50
29660	06/02/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 551.00
29660	06/02/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	QUARTERLY SAMPLING	$ 1,744.00
29661	06/02/2021	FINANCE	AIRPORT OPS	AT&T	04/21 SERVICE 831-000-6408 576	$ 589.42
29661	06/02/2021	FINANCE	BUILDING	AT&T	04/21 SERVICE 831-000-6408 576	$ 119.94
29661	06/02/2021	FINANCE	CITY ATTORNEY	AT&T	04/21 SERVICE 831-000-6408 576	$ 39.07

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29661	06/02/2021	FINANCE	CITY CLERK	AT&T	04/21 SERVICE 831-000-6408 576	$ 32.90
29661	06/02/2021	FINANCE	CODE ENF	AT&T	04/21 SERVICE 831-000-6408 576	$ 657.28
29661	06/02/2021	FINANCE	COMM & REC	AT&T	04/21 SERVICE 831-000-6408 576	$ 1,836.12
29661	06/02/2021	FINANCE	COMM & REC	AT&T	05/21 CALNET 3 SERVICE 9391026396	$ 189.01
29661	06/02/2021	FINANCE	COMPUTER MAINT	AT&T	04/21 SERVICE 831-000-6408 576	$ 124.05
29661	06/02/2021	FINANCE	ENGINEERING	AT&T	04/21 SERVICE 831-000-6408 576	$ 275.51
29661	06/02/2021	FINANCE	FINANCE	AT&T	04/21 SERVICE 831-000-6408 576	$ 93.90
29661	06/02/2021	FINANCE	FIRE	AT&T	04/21 SERVICE 831-000-6408 576	$ 1,179.53
29661	06/02/2021	FINANCE	GRANT OVERSIGHT	AT&T	04/21 SERVICE 831-000-6408 576	$ 115.14
29661	06/02/2021	FINANCE	HR/RISK MGT	AT&T	04/21 SERVICE 831-000-6408 576	$ 78.13
29661	06/02/2021	FINANCE	MEAS K - FIRE	AT&T	05/21 CALNET 3 SERVICE 9391068734	$ 48.21
29661	06/02/2021	FINANCE	PLANNING	AT&T	04/21 SERVICE 831-000-6408 576	$ 100.75
29661	06/02/2021	FINANCE	SEWER OPS	AT&T	05/21 CALNET 3 SERVICE 9391031570	$ 210.49
29661	06/02/2021	FINANCE	SR CITIZEN COMM	AT&T	05/21 CALNET 3 SERVICE 9391026403	$ 1.55
29661	06/02/2021	FINANCE	SR CITIZEN COMM	AT&T	05/21 CALNET 3 SERVICE 9391026398	$ 1.53
29661	06/02/2021	FINANCE	UB - GARBAGE	AT&T	04/21 SERVICE 831-000-6408 576	$ 228.92
29661	06/02/2021	FINANCE	UB - SEWER	AT&T	04/21 SERVICE 831-000-6408 576	$ 228.92
29661	06/02/2021	FINANCE	UB - WATER	AT&T	04/21 SERVICE 831-000-6408 576	$ 457.83
29661	06/02/2021	FINANCE	CITY MANAGER	AT&T	04/21 SERVICE 831-000-6408 576	$ 39.07
29661	06/02/2021	FINANCE	PD OPS	AT&T	04/21 SERVICE 831-000-6408 576	$ 657.28
29661	06/02/2021	FINANCE	PD OPS	AT&T	05/21 CALNET 3 SERVICE 9391020514	$ 166.16
29661	06/02/2021	PD	PD OPS	AT&T	05/21 CALNET 3 SERVICE 9391031578	$ 174.18
29661	06/02/2021	PD	PD OPS	AT&T	05/21 CALNET 3 SERVICE 9391031566	$ 166.16
29662	06/02/2021	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 16.84
29662	06/02/2021	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 94.56
29662	06/02/2021	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 22.08
29662	06/02/2021	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 492.30
29662	06/02/2021	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 191.78
29662	06/02/2021	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 728.18
29662	06/02/2021	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 819.93
29662	06/02/2021	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 263.19
29662	06/02/2021	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 17.24
29662	06/02/2021	FINANCE	WATER OPS	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 246.00
29662	06/02/2021	FINANCE	WATER QUALITY	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 112.85
29662	06/02/2021	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	04/21 UNIFORM SERVICES	$ 910.35
29663	06/02/2021	GRANTS	CALHOME PROGRM	MEADOWS MOBILE HOME PARK	SPACE RENTAL #89- MARCH & APRIL 2021	$ 1,412.28
29663	06/02/2021	GRANTS	CALHOME PROGRM	MEADOWS MOBILE HOME PARK	SPACE RENTAL #89- MAY 2021	$ 692.75
29664	06/02/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 315.00
29664	06/02/2021	WWTP	WWTP	BSK ASSOCIATES	GROUNDWATER MONITORING	$ 2,274.00
29664	06/02/2021	WWTP	WWTP	BSK ASSOCIATES	PROCESS CONTROL LAB	$ 345.00

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29665	06/02/2021	HR	CITY CLERK	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE JUNE 2021	$ 536.52
29665	06/02/2021	HR	INS/RISK MGT	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE JUNE 2021	$ 4,650.58
29665	06/02/2021	HR	PAYROLL TRUST	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE JUNE 2021	$ 204,331.97
29665	06/02/2021	HR	PD OPS	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE JUNE 2021	$ 536.52
29666	06/02/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL JUNE 2021	$ 207.00
29667	06/02/2021	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING BILLING JAN - MARCH 2021	$ 3,694.48
29668	06/02/2021	FINANCE	GENERAL TRUST	CALIFORNIA DISTRICT ATTORNEY'S ASSOC	STATE FORFEITED ASSET FORFEITURE	$ 152.98
29669	06/02/2021	FINANCE	STREETS	STATE CONTROLLER'S OFFICE	ANNUAL STREET REPORT FY 19/20	$ 1,842.60
29670	06/02/2021	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 63.73
29670	06/02/2021	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 18.92
29670	06/02/2021	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 18.92
29670	06/02/2021	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 135.45
29670	06/02/2021	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 90.62
29670	06/02/2021	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 36.86
29670	06/02/2021	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 126.49
29670	06/02/2021	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 27.87
29670	06/02/2021	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 99.59
29670	06/02/2021	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 18.92
29670	06/02/2021	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 36.86
29670	06/02/2021	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 36.86
29670	06/02/2021	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 45.79
29670	06/02/2021	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 36.83
29670	06/02/2021	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 45.36
29670	06/02/2021	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 45.80
29670	06/02/2021	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 54.77
29670	06/02/2021	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 32.34
29670	06/02/2021	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 36.83
29670	06/02/2021	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 36.83
29670	06/02/2021	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 30.11
29670	06/02/2021	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 30.11
29670	06/02/2021	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 59.25
29670	06/02/2021	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 41.31
29670	06/02/2021	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 18.92
29670	06/02/2021	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 27.87
29670	06/02/2021	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 18.92
29670	06/02/2021	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 04/01/21-04/30/21	$ 27.87
29671	06/02/2021	FINANCE	PD OPS	COMCAST	05/21 SVS 8155500320322006	$ 86.13
29671	06/02/2021	PD	PD OPS	COMCAST	05/14/21 - 06/13/21 SVS 8155500320092096	$ 155.48
29672	06/02/2021	HR	FLEET MAINT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 99.00
29672	06/02/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 523.50

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29672	06/02/2021	HR	SEWER OPS	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 99.00
29673	06/02/2021	FACILITIES	COMPUTER MAINT	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 25.00
29673	06/02/2021	FACILITIES	FACILITIES MAINT	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 47.50
29673	06/02/2021	FACILITIES	FLEET MAINT	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 47.50
29673	06/02/2021	FACILITIES	STREETS	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 50.00
29673	06/02/2021	FACILITIES	SEWER OPS	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 56.67
29673	06/02/2021	FACILITIES	TRANS - FIXED	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 20.00
29673	06/02/2021	FACILITIES	TRANS - DAR	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 20.00
29673	06/02/2021	FACILITIES	WATER OPS	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 56.67
29673	06/02/2021	FACILITIES	PURCHASING	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 25.00
29673	06/02/2021	FACILITIES	SOLID WASTE	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 56.66
29673	06/02/2021	SEWER OPS	SEWER OPS	DIAMOND COMMUNICATIONS	MAY 2021 TELEPHONE ANSWERING	$ 115.00
29674	06/02/2021	FLEET	FLEET ACQUISITION	ELK GROVE DODGE	NEW 2021 DODGE CHARGER	$ 26,333.13
29675	06/02/2021	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	JAN 2021 POWER SWEEPING	$ 284.50
29675	06/02/2021	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	FEB 2021 POWER SWEEPING	$ 341.50
29675	06/02/2021	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	MAR 2021 POWER SWEEPING	$ 341.50
29675	06/02/2021	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	APR 2021 POWER WASHING	$ 341.50
29675	06/02/2021	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	JAN 2021 POWER SWEEPING	$ 284.50
29675	06/02/2021	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	FEB 2021 POWER SWEEPING	$ 284.50
29675	06/02/2021	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	MAR 2021 POWER SWEEPING	$ 284.50
29675	06/02/2021	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	APR 2021 POWER WASHING	$ 284.50
29676	06/02/2021	PD	WATER OPS	INTERNATIONAL ASSOC OF CHIEFS OF POLICE	2021 MEMBERSHIP DUES	$ 190.00
29677	06/02/2021	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	$ 4,624.00
29678	06/02/2021	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	PROFESSIONAL SERVICES	$ 14,172.75
29679	06/02/2021	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	$ 410.01
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9915913	$ 400.00
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9187595	$ 100.00
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9923561	$ 59.97
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9904143	$ 98.98
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 8577001	$ 99.00
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 5904191	$ 107.98
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9908159	$ 79.97
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9925455	$ 200.00
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9925887	$ 200.00
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9915913	$ 200.00
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9911955	$ 200.00
29680	06/02/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9923060	$ 50.00
29681	06/02/2021	FINANCE	GENERAL TRUST	MADERA COUNTY	ASSET FORFEITURE DISTRIBUTION	$ 3,671.58
29682	06/02/2021	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE - KEY 57760 ACCT 601000	$ 1,529.82
29683	06/02/2021	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEIT ORG KEY 03510 ACCT 673903	$ 264.00

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29684	06/02/2021	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	$ 9,943.85
29685	06/02/2021	BUILDING	BUILDING	MADERA TRIBUNE	JOB RECRUITMENT AD - BUILDING INSPECTOR	$ 72.20
29686	06/02/2021	PD	PD OPS	OCCU-MED, LTD.	EXAM SERVICES	$ 850.00
29687	06/02/2021	FLEET	FLEET MAINT	OVERHEAD DOOR CO. OF FRESNO, LLP	DOOR REPAIR	$ 341.25
29688	06/02/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 30.78
29688	06/02/2021	FINANCE	AQUATICS PROGRM	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 1,440.55
29688	06/02/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 495.10
29688	06/02/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 1,777.26
29688	06/02/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 352.52
29688	06/02/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/21 SERVICE 6690755760-8	$ 70.71
29688	06/02/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/21 SERVICE 1619119913-8	$ 66.50
29688	06/02/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 1,124.39
29688	06/02/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 113.65
29688	06/02/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 142.28
29688	06/02/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 501.08
29688	06/02/2021	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 322.59
29688	06/02/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 132.56
29688	06/02/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 64.02
29688	06/02/2021	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 8.11
29688	06/02/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 13,135.18
29688	06/02/2021	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	05/21 SERVICE 3533032414-2	$ 24.64
29688	06/02/2021	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	04/21 SERVICE 443905948-8	$ 9.53
29688	06/02/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 24.96
29688	06/02/2021	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 9.86
29688	06/02/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 19.74
29688	06/02/2021	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 9920095153-3	$ 1,583.11
29689	06/02/2021	ENGINEERING	FAU CMAQ	AVISON CONSTRUCTION INC	CONSTRUCTION OF TRAFFIC SIGNAL AT INTRSECTION	$ 109,579.27
29689	06/02/2021	ENGINEERING	TRAFFIC SIGNAL	AVISON CONSTRUCTION INC	CONSTRUCTION OF TRAFFIC SIGNAL AT INTRSECTION	$ 44,757.73
29690	06/02/2021	WWTP	WWTP	POLYDYNE INC.	WATER AND WASTEWATER TREATING CHEMICALS	$ 3,361.16
29691	06/02/2021	FACILITIES	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 56.99
29691	06/02/2021	FACILITIES	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 170.97
29691	06/02/2021	FACILITIES	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 246.66
29691	06/02/2021	FACILITIES	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 85.48
29691	06/02/2021	FACILITIES	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 9.81
29691	06/02/2021	FACILITIES	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 85.49
29692	06/02/2021	ENGINEERING	FAU CMAQ	SEAL RITE PAVING	CONSTRUCTION SERVICES, GENERAL (INCL. MAINT)	$ 140,761.41
29692	06/02/2021	ENGINEERING	LTF - STREETS	SEAL RITE PAVING	CONSTRUCTION SERVICES, GENERAL (INCL. MAINT)	$ 61,762.66
29693	06/02/2021	WWTP	WWTP	STANTEC CONSULTING SERVICES INC.	PERMIT RENEWAL PROJECT	$ 1,736.50
29694	06/02/2021	FACILITIES	AIRPORT OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FACILITY ID: 5F20I002618	$ 1,474.00
29694	06/02/2021	PW ADMIN	WATER OPS	STATE WATER RESOURCES CONTROL BOARD	GRADE T2 RENEWAL	$ 60.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29694	06/02/2021	WWTP	SEWER FUND	STATE WATER RESOURCES CONTROL BOARD	ANNUAL WWTP LAB CERT FEE- CERT #2489	$ 2,800.00
29695	06/02/2021	HR	INS/RISK MGT	SUPERIOR VISION INC.	JUNE 2021 VISION INSURANCE	$ 72.18
29695	06/02/2021	HR	PAYROLL TRUST	SUPERIOR VISION INC.	JUNE 2021 VISION INSURANCE	$ 2,121.60
29696	06/02/2021	PW ADMIN	STREETS	TAG/AMS, INC.	DOT TESTING	$ 100.00
29697	06/02/2021	ENGINEERING	MEAS T - ENVIRO	TRUXELL & VALENTINO LANDSCAPE DEV, INC.	CONSTRUCTION OF THE FRESNO RIVER TRAIL - UPRR	$ 7,945.53
29697	06/02/2021	ENGINEERING	MEASURE A	TRUXELL & VALENTINO LANDSCAPE DEV, INC.	CONSTRUCTION OF THE FRESNO RIVER TRAIL - UPRR	$ 60,966.28
29698	06/02/2021	FINANCE	GENERAL FUND	UNION BANK OF CALIFORNIA	SERVICES FOR PERIOD 02/01/21-04/30/21	$ 875.00
29699	06/02/2021	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 1,018.30
29699	06/02/2021	FINANCE	AQUATICS PROGRM	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 734.28
29699	06/02/2021	FINANCE	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 551.87
29699	06/02/2021	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 288.45
29699	06/02/2021	FINANCE	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 80.58
29699	06/02/2021	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 146.98
29699	06/02/2021	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 1,040.04
29699	06/02/2021	FINANCE	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 319.15
29699	06/02/2021	FINANCE	COMMUNITY PROMO	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 1,724.79
29699	06/02/2021	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 2,356.34
29699	06/02/2021	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 1,168.54
29699	06/02/2021	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 825.12
29699	06/02/2021	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 2,609.90
29699	06/02/2021	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 647.15
29699	06/02/2021	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 5,869.41
29699	06/02/2021	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 11,663.38
29699	06/02/2021	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 3,777.31
29699	06/02/2021	FINANCE	GENERAL TRUST	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 102.84
29699	06/02/2021	FINANCE	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 388.44
29699	06/02/2021	FINANCE	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 259.22
29699	06/02/2021	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 5,343.75
29699	06/02/2021	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 1,039.08
29699	06/02/2021	FINANCE	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 860.91
29699	06/02/2021	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 3,214.24
29699	06/02/2021	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 6,821.09
29699	06/02/2021	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 942.23
29699	06/02/2021	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 8,474.70
29699	06/02/2021	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 3,244.36
29699	06/02/2021	FINANCE	SOLID WASTE	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 1,200.00
29699	06/02/2021	FINANCE	SPORTS PROGRMS	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 119.03
29699	06/02/2021	FINANCE	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 1,441.69
29699	06/02/2021	FINANCE	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 2,501.87
29699	06/02/2021	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 276.34

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29699	06/02/2021	FINANCE	TIRE CLEAN UP	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 1,854.00
29699	06/02/2021	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 2,946.39
29699	06/02/2021	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 536.25
29699	06/02/2021	FINANCE	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 139.54
29699	06/02/2021	FINANCE	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 139.55
29699	06/02/2021	FINANCE	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 363.13
29699	06/02/2021	FINANCE	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 10,363.23
29699	06/02/2021	FINANCE	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 643.61
29699	06/02/2021	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 13,733.68
29699	06/02/2021	FINANCE	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 2,030.03
29699	06/02/2021	FINANCE	CITY MANAGER	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 27.35
29699	06/02/2021	FINANCE	FLEET ACQUISITION	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 438.95
29699	06/02/2021	FINANCE	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 130.00
29699	06/02/2021	FINANCE	DIAL-A-RIDE	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 313.00
29699	06/02/2021	FINANCE	FIXED ROUTE	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 313.00
29699	06/02/2021	FINANCE	DUI ENFORCEMENT	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 275.00
29699	06/02/2021	FINANCE	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 9,426.66
29699	06/02/2021	FINANCE	GRANTS	US BANK CORPORATE PAYMENT SYSTEMS	04/21 CAL-CARD CHARGES	$ 314.00
29700	06/02/2021	ENGINEERING	LTF - STREETS	VILLA GARDENING SERVICE INC	R-38 TREE REMOVAL	$ 7,500.00
29701	06/02/2021	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 65.52
29701	06/02/2021	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 153.33
29701	06/02/2021	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 304.08
29701	06/02/2021	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 127.13
29701	06/02/2021	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 89.12
29701	06/02/2021	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 71.41
29701	06/02/2021	FINANCE	FINANCE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 82.88
29701	06/02/2021	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 114.03
29701	06/02/2021	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 1.14
29701	06/02/2021	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 51.11
29701	06/02/2021	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 77.08
29701	06/02/2021	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 104.60
29701	06/02/2021	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 102.22
29701	06/02/2021	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 71.90
29701	06/02/2021	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 0.53
29701	06/02/2021	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 45.88
29701	06/02/2021	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 0.53
29701	06/02/2021	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 1.59
29701	06/02/2021	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 324.82
29701	06/02/2021	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 63.25
29701	06/02/2021	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$ 123.57

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
29701	06/02/2021	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$	80.30
29701	06/02/2021	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/21-05/10/21	$	1,295.55
29702	06/02/2021	PD	MEAS K - PD	WATCHGUARD VIDEO	DUTY BELT CLIP, SLIDE LATCH, & SHIRT CLIP	$	286.86
29703	06/02/2021	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	FINAL MAP REVIEW	$	913.75
29703	06/02/2021	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECKING/CITY SURVEYOR SERVICES FOR ELLIS	$	170.00
29704	06/02/2021	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$	2,000.00
29705	06/02/2021	FACILITIES	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$	800.00
29706	06/02/2021	FACILITIES	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$	2,000.00
29707	06/02/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9916709 79 ROSEWOOD CREDIT REFUND	$	482.88
29708	06/02/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921737 150 MARIPOSA CREDIT REFUND	$	156.40
29709	06/02/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9896366 3490 RIVERVIEW CREDIT REFUND	$	134.75
29710	06/02/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 5475002 832 CUTTING CREDIT REFUND	$	365.52
				BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL		**$**	**3,118,245.63**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

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 met June 1, 2021, and approved eligibility lists for the following classifications:

- Combination Building Inspector
- Associate Planner
- Public Safety Dispatcher
- Accounting Technician II
- Assistant Engineer

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*
Vanessa Obregon	Program Leader I	Parks & Community Services	PT	5/24/21
Sergio Garcia	Park Aide	Parks & Community Services	PT	5/24/21
Steve Cruz	Park Aide	Parks & Community Services	PT	5/24/21

Table 1: *New Hires and Re-hires, continued*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Victor Rodriguez	Park Aide	Parks & Community Services	PT	5/24/21
Zackery Ramos	Park Aide	Parks & Community Services	PT	5/24/21
Lauren Magdaleno	Program Leader II	Parks & Community Services	PT	5/28/21
Monica Estrada	Program Leader I	Parks & Community Services	PT	5/28/21
Angelina Solis	Program Leader II	Parks & Community Services	PT	5/28/21
Carmen Iribe	Program Leader I	Parks & Community Services	PT	5/28/21
Paola Gonzalez	Program Leader II	Parks & Community Services	PT	5/28/21
Leslie Duran	Program Leader I	Parks & Community Services	PT	5/28/21
Karime Lopez Avilez	Program Leader I	Parks & Community Services	PT	5/28/21
De'Ante Purcell	Facility Aid – Certified Pool Operator	Parks & Community Services	PT	6/7/21

*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*
Alex Estrada	Accountant I	Temporary out-of-class Program Manager Grants	4/1/21
Lucy Hernandez	Part Time Accounting Technician I	Full Time Accounting Technician II	6/7/21

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Rebecca McCurdy	Tyler Munis Project Manager	Information Services	FT	5/4/21
Dee Ann Booey	Utility Billing Supervisor	Finance	FT	5/14/21

*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.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

Agenda Number: B-4

SUBJECT:

Side Letter Agreements regarding the City's contribution to health insurance

RECOMMENDATION:

Adopt a minute order:

1. Approving Side Letter Agreements with the Mid Management Employee Group (MM) and the Madera Affiliated City Employees' Association (MACEA) modifying the City's contribution to health insurance effective July 1, 2021; and
2. Authorizing the City Manager to sign the Side Letters

SUMMARY:

The existing Memorandums of Understanding (MOUs) between the City and MM, as well as the City and MACEA representing the General Bargaining Unit (GBU), will expire June 30, 2021. Representatives of the City and respective units are engaging in the meet and confer process to negotiate successor MOUs. In the interim, the City's health insurance will be renewing with new plans and providers effective July 1, 2021. The City and bargaining unit representatives have reached agreement on the terms of a Side Letter Agreement with each unit identifying the City's contribution to be effective for these new plan offerings. The specific Side Letter Agreements are attached to this report, and if approved, will remain in effect until successor MOUs are finalized and adopted by both parties.

DISCUSSION:

The City Council took action at its May 19, 2021, meeting to modify the City's health plan offerings. Specifically, the City will be joining the PRISMHealth pooled program and offering employees a choice of four (4) health plans from two (2) providers: Anthem and Kaiser. While the negotiations for successor MOUs have made significant progress towards reaching

agreement, the City and bargaining units desire to enter into Side Letter Agreements specific to the City's contribution to health insurance to coincide with the July 1, 2021 health plan year.

Table 1 summarizes the proposed City contribution for each plan and the out-of-pocket premium expense for employees selecting that plan. If approved, the City will also be increasing the amount provided to employees who waive coverage. Waiver of coverage will continue to require proof of other group health coverage.

Table 1: *Monthly Health Contributions by City*		
Coverage Level	*Kaiser*	*Anthem*
Waiver	$450	
EE Only	$807.54	$882.54
EE + 1	$1,475.99	$1,612.99
EE + Family	$2,143.06	$2,339.06

Table 2: *Monthly Employee Premium Out-of-Pocket*				
Coverage Level	*Kaiser Core*	*Kaiser Buy-up*	*Anthem Core*	*Anthem Buy-up*
EE Only	$0	$95	$0	$85
EE + 1	$0	$173	$0	$154
EE + Family	$0	$248	$0	$221

FINANCIAL IMPACT:

The existing health plan proposed an increase of about $810,000, or 24.7% higher than 2019/20 premiums. Because the City took action and changed the health plan offerings for 2020/21, it is anticipated this increase will be reduced by approximately $225,000 city-wide by the change to PRISMHealth, making a net increase of about $585,000 for all City employees, or 17.9 % higher than 2019/20.

Based on current enrollment, the increase to the waiver amount is estimated to cost approximately $86,000 more per year for all employees. However, it should be noted that substantial savings are experienced by the City should an employee elect the waiver over enrollment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Pay and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

If the Council does not take action on the resolution, existing agreement terms will continue until a successor MOU is agreed upon. Under current MOU language, employees would pay for any difference in the City's 2020/21 contribution and plan premiums effective July 1, 2021.

ATTACHMENTS:

1. Side Letter Agreement #2 between the City of Madera and the Mid Management Employee Group
2. Side Letter Agreement #2 between the City of Madera and the Madera Affiliated City Employees' Association

SIDE LETTER AGREEMENT #2
BETWEEN THE CITY OF MADERA
AND
THE MID MANAGEMENT EMPLOYEE GROUP

The parties have conferred, and do hereby agree to the following changes to the Memorandum of Understanding between the City of Madera and the Mid Management Employee Group dated December 4, 2019 to June 30, 2021:

Section 1.
Article 18 – Insurance Benefits is amended to read as follows:

Article 18 – Insurance Benefits

Effective July 1, 2021, the City's defined contribution towards health insurance will be capped as follows. The Kaiser defined contribution will apply to the Kaiser Core and Kaiser Buy-up plans. The Anthem contribution will apply to the Anthem Core and Anthem Buy-up plans. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

City Contribution	Enrollment Level		
Plan Provider	EE Only	EE+1	EE+Family
Waiver with Proof of Coverage	450		
Kaiser	807.54	1475.99	2143.06
Anthem	882.54	1612.99	2339.06

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until a successor Memorandum of Understanding between the City of Madera and the Mid Management Employee Group is fully executed by both parties.

Ari Adams (Jun 8, 2021 09:29 PDT)
Ari Adams, President

Jun 8, 2021
Date

Arnoldo Rodriguez, City Manager

Date

John Dalrymple (Jun 8, 2021 10:19 PDT)
John Dalrymple, CEA Representative

Jun 8, 2021
Date

SIDE LETTER AGREEMENT #2
BETWEEN THE CITY OF MADERA
AND
MADERA AFFILIATED CITY EMPLOYEES' ASSOCIATION

The parties have conferred, and do hereby agree to the following changes to the Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association dated December 4, 2019 to June 30, 2021:

Section 1.
Article 27 – Health and Welfare is amended to read as follows:

Article 27 – Health and Welfare

Effective July 1, 2021, the City's defined contribution towards health insurance will be capped as follows. The Kaiser defined contribution will apply to the Kaiser Core and Kaiser Buy-up plans. The Anthem contribution will apply to the Anthem Core and Anthem Buy-up plans. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

City Contribution	Enrollment Level		
Plan Provider	EE Only	EE+1	EE+Family
Waiver with Proof of Coverage	450		
Kaiser	807.54	1475.99	2143.06
Anthem	882.54	1612.99	2339.06

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until a successor Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association is fully executed by both parties.

Dustin Pickett
Dustin Pickett (Jun 4, 2021 10:10 PDT)
Dustin Pickett, MACEA President

Arnoldo Rodriguez, City Manager

Jun 4, 2021
Date

Date

John Dalrymple
John Dalrymple (Jun 4, 2021 11:13 PDT)
John Dalrymple, CEA Labor Representative

Jun 4, 2021
Date

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

Agenda Number: B-5

SUBJECT:

Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements (Site Plan Review No. 2019-05)

RECOMMENDATION:

Adopt a Resolution Approving Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements Relating to Site Plan Review No. 2019-05 and CUP Nos. 2019-03 and 2019-04

SUMMARY:

On February 19, 2019, the City's Planning Commission approved Site Plan Review No. SPR 2019-05 and Conditional Use Permits CUP 2019-03 and CUP 2019-04 for Full Throttle Suspension ("Project"). As a condition of approval, the Project was required to construct off-site storm drain public improvements in conjunction with the project.

DISCUSSION:

Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest owns Full Throttle Suspension and is referred to as the Project Owner. The Project Owner has completed construction of the improvements required as part of the conditions of approval. The improvements include construction of a storm drain pipeline in Aviation Drive. The Developer is anticipated to submit a request for reimbursement of master planned facilities that are eligible for reimbursement under the City's Development Impact Fee Program. To reimburse the Developer for improvements, the City and Developer must enter into a Reimbursement Agreement. We note that most of the terms and conditions in this Agreement have already been met; however, this request for approval is made consistent with the Madera Municipal Code.

FINANCIAL IMPACT:

The Project Owner has paid the required inspection and plan checking fees prior to the issuance of the encroachment permit for all off-site improvements. Acceptance of these improvements will result in

additional maintenance and resulting costs from Developer to City. Reimbursements will be funded through the City's Impact Fee Program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Reimbursement of the improvements is not directly addressed in the vision or action plans; however, the requested action could address the following specific task in the action plan:

Action 101.6: Ensure infrastructure can sustain population growth in the development of the General Plan.

ALTERNATIVES:

Not approve one or more items associated with this Staff Report. If Council does not approve the execution of the Agreement, it would result in the inability to reimburse the Developer for the completed improvements.

ATTACHMENTS:

1. Resolution – Approving Reimbursement Agreement
    Exhibit A – Reimbursement Agreement
        Exhibit A – Legal Description
        Exhibit B – Development Impact Fees
        Exhibit C – Insurance Requirements
2. Project Location Map

Attachment 1

Resolution
Agreement

RESOLUTION NO. 21-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING REIMBURSEMENT AGREEMENT WITH FULL THROTTLE SUSPENSION FOR STORM DRAIN PUBLIC IMPROVEMENTS RELATING TO SITE PLAN REVIEW NO. 2019-05 AND CUP NO. 2019-03 AND CUP NO. 2019-94

WHEREAS, Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest submitted a development project for review by City and obtained entitlements under Site Plan Review No. 2019-05 and CUP Nos. 2019-03 and 2019-04 for its development project; and

WHEREAS, the Site Plan Review and CUP approvals conditioned the approvals on Owner's construction of a storm drain pipeline in Aviation Drive ("Public Improvements"); and

WHEREAS, the plans for the Public Improvements were prepared by Yamabe & Horn Engineering, Inc., for Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest, owner of Full Throttle Suspension ("Owner"), and have been approved by the City Engineer; and

WHEREAS, the Owner is required to enter into an agreement with the City for reimbursement of costs relating to Public Improvements.

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

1. The above recitals are true and correct.

2. The agreement entitled "Reimbursement Agreement Between City of Madera and Full Throttle Suspension (Site Plan Review No. 2019-05 and CUP No. 2019-03 and 2019-04)" attached as Exhibit "A" is approved as to form. A copy of the Reimbursement Agreement shall be kept on file in the office of the City Clerk.

3. The Staff is authorized to record Reimbursement Agreement for reimbursement of improvements for Full Throttle Suspension (Site Plan Review No. 2019-05 and CUP No. 2019-03 and CUP No. 2019-04).

4. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

Exhibit A

Reimbursement Agreement

RECORDING REQUESTED BY:

City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND FULL THROTTLE SUSPENSION (SITE PLAN REVIEW NO. 2019-05 AND CUP NO. 2019-03 AND CUP NO. 2019-04)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 2021, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City" and Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest, hereinafter called "Owner."

RECITALS

A. Owner owns that property east of Condor Drive and south of the Aviation Drive alignment located in the City of Madera, County of Madera, State of California (the "Subject Property") and more particularly described as set forth in Exhibit "A" which is incorporated by reference.

B. Owner has obtained from City certain entitlements and/or permits for a development project pursuant to Site Plan No. 2019-05 and CUP No. 2019-03 and CUP No. 2019-04.

C. As a condition of the City approval of said Site Plan and CUPs, Owner is required to construct a storm drain pipeline in Aviation Avenue ("Public Improvements").

D. Owner will construct the Public Improvements required by City standards and procedures as required by the Site Plan Review and CUP approvals and such construction is eligible for reimbursement from City.

E. Owner has obtained an encroachment permit from the office of the City Engineer of the City of Madera and complied with the requirements thereof.

F. Reference is made hereby to (a) improvement construction plans, (b) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (c) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined

in this Agreement. Said plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.

G. City and Owner desire to enter this Agreement to allow for reimbursement to Owner for the construction of the Public Improvements.

AGREEMENT

In consideration of the foregoing recitals which are made a substantive part of this Agreement, Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to Section 10-8.12 *et seq*. of Chapter 8 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

Wherever used in the Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "Engineer" shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. "Inspector" shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. "Standard Specifications" shall mean the City of Madera Standard Drawings and Specifications, including attached details and amendments thereto.
4. "Improvements" shall mean all work and improvements, including those depicted or required on the plans, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. CONSTRUCTION OF IMPROVEMENTS

Owner shall, at the Owner's own cost and expense, construct all of the Public Improvements in accordance with and to the extent and as provided in those certain plans entitled, "Plans for the Construction of: Full Throttle Suspension Manufacturing and Warehousing Facility," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Standard Drawings and Specifications, as amended. Said work shall include but shall not necessarily be limited

to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements.

D. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all applicable Development Impact Fees for sewer, wastewater treatment plant, water, storm drainage, parks, administrative, fire, general government, police, public works, streets, transportation and traffic signals in the amounts shown in the City's Master Fee Schedule, section "Development Impact Fees" on Exhibit "B" attached hereto and incorporated by reference. The impact fees shall be paid at time of application for each individual building permit in accordance with the fees in place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.

3. Fee Adjustments:
    a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
    b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

E. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Owner's activities to the fullest extent permitted by law, Owner 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 Owner (and its Subcontractors), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Owner (and its Subcontractors) and the City in the performance of professional activities under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Owner 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, 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 Owner or by any individual or City for which Owner is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Owner, except when caused by the active negligence, sole negligence, or willful misconduct of City.

F. INSURANCE

Prior to the issuance of an Encroachment Permit, Owner or Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City as required by the City's Encroachment Permit Contract, section "Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way" on Exhibit "C" attached hereto and incorporated by reference.

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.

G. BONDS AND OTHER SECURITY

Prior to Encroachment Permit issuance, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as required in association with the encroachment permit application process. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement. Owner shall provide to City performance security in an amount equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City Attorney.

H. MATERIALS AND LABOR

Owner and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration of the period of construction or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. EASEMENTS

Owner shall, as may be applicable, grant City an easement for maintenance, repair or reconstruction of any water main or sewer main or other City-operated improvement which is constructed outside a dedicated public street.

J. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City may do, or cause to be done, those acts required of Owner, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded reasonable costs and attorney's fees as may be determined by the Court.

K. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

L. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of

Madera and shall constitute a covenant running with the land and an equitable servitude upon the real property.

M. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

N. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in SPR 2019-05 approving the Project as adopted on February 19, 2019 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the plans, all of which are on file with the City Clerk.

O. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

P. PREVAILING WAGES

Owner shall be required to comply with California Labor Code prevailing wage requirements for work required under this Agreement. Owner shall: (i) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which Owner receives credits or reimbursements, if any, and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a); and (ii) comply with any applicable provisions of California Labor Code Sections 1720 *et seq*. and implementing regulations of the Department of Industrial Relations. Owner shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, Owner shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section E of this Agreement, Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Owner, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 *et seq*. and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements, if any, that are public improvements.

Q. ENFORCEMENT OF OBLIGATIONS

City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

R. LIMITATIONS OF LEGAL ACTS

Except as provided by the following subsection entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Owner's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

S. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

T. OBLIGATION RUNNING WITH LAND

This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City which shall be binding upon the successors, transferees, and heirs of Owner. Owner consents to the recordation of this Agreement with the Madera County Recorder.

U. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

V. SUBORDINATION

Owner hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

W. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City.

X. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

Y. AMBIGUITIES OR UNCERTAINTIES

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

Z. SEVERABLE PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

AA. RELEASE OF CONDITIONS

The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Madera County Recorder.

BB. PIPES AND MONUMENTS

All pipes and monuments shown on the plans or those which are damaged, destroyed or displaced during construction operations shall be replaced by Owner prior to the time of the final inspection of the Improvements hereunder by City.

CC. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Owner shall vest absolutely in City upon completion and acceptance of such Improvements by City.

DD. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer as part of the encroachment permit process; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

EE. OWNER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors, or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

FF. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM OWNER

There are no reimbursements/fair share contributions due from Owner.

GG. REIMBURSEMENTS TO BE PROVIDED TO OWNER

In consideration of Public Improvements constructed through plans approved by City, the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Aviation Drive
    (i) Storm Drain Main Construction – Approximately 371 linear feet of 30-inch pipeline are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

HH. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

The following terms shall apply to any and all reimbursements to be provided to Owner.

i. City agrees to reimburse Owner the City's proportionate share of the cost of Public Improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. Any reimbursements shall be from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof.

ii. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of: a) list of bidders from whom bids were requested; b) copies of the original contract with contractor(s); c) copies of all invoices, with unconditional lien releases submitted by contractor(s); d) copies of all checks issued by Owner with related invoices indicated, including copies of cancelled checks for payment made (copies of both the front and back of canceled checks; e) a summary tabulation (spreadsheet) of all contractor(s) invoices and Owner's payments including check numbers; and f) such further documentation as may be reasonably required by the City to evidence completion of the construction and the payment for the construction.

iii. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer.

iv. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this

Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

II. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto.

JJ. VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

KK. ACKNOWLEDGEMENT OF CONTENT

Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the work and improvements and materials required under this Agreement shall be performed, installed and provided in strict accordance with the City of Madera Standard Specifications incorporated herein by this reference, as though set forth in full. All of said work and improvements shall also comply with the requirements of the Madera Municipal Code. In case there are not any Standard specifications of the City for any said work, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

Any work required under this Agreement shall also be performed, installed and provided in accordance with the standards of the State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control District and those of other agencies identified in the Tentative Map Conditions of Approval insofar as they apply.

Until final acceptance of the Improvements, Owner shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted or required on the plans for the Project, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signals, etc., as well as those required by Conditions of Approval (herein collectively referred to as "Improvements") are incorporated by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding the fact that Owner's plans and specifications have been approved by the City, and that completion of the work and other acts are subject to approval of the City, it is understood and agreed that any approval by the City hereof shall in no way relieve Owner of satisfactorily performing said work or its obligations hereunder.

Owner agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer. Owner agrees it shall comply with Madera Municipal Code section 10-2.707(C), which gives the City the right to modify plans and specifications.

D. SCHEDULE

Owner shall perform the work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement.

The Owner agrees to complete the improvements within six months from the issuance of an encroachment permit and prior to occupancy being granted for the associated on-site improvements and structures unless Owner requests an extension to the encroachment permit.

E. COMPACTION AND MATERIALS TESTING

Compaction and soil tests shall be paid for by Owner and Owner shall contract with the soils lab directly. Street and utility trench tests shall be taken in varying locations, depths, and frequencies as required and directed by the City Engineer. Compaction shall meet all City requirements.

F. CODES AND PERMITS

Owner shall comply with Street, Plumbing, Building, Electrical and Zoning Codes and any other Codes of the City and Owner shall secure an Encroachment Permit from City and the necessary insurance policies required under said permit before working on any City right-of-way or property.

Owner shall install all street improvements in accordance with City of Madera Standard Specifications, applicable sections of the State Standard Specifications, and the construction plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of Owner to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

H. INSPECTION

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve Owner of any of his obligations to fulfill the Agreement as prescribed. Defective work

shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work and prior to occupancy being granted. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this project, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated into underground installations except for transformers consistent with the Construction Plans for Full Throttle Suspension (Site Plan Review No. 2019-05). All new utilities shall be undergrounded, and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of public streets necessary to stay in compliance with dust control requirement of this Agreement. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and bill Owner for such expenses.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED:

By: _____
Keith Helmuth, P.E., City Engineer

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

SUBDIVIDER/OWNER:

Frank Bertao, a single man, as to an undivided 1/2 interest and Joseph Bertao, a single man, as to an undivided 1/2 interest

By: _____
Frank Bertao, Owner

By: _____
Joseph Bertao, Owner

ATTEST:

By: _____
Alicia Gonzales, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT “A”
Legal Description

Real property in the City of Madera, County of Madera, State of California, described as follows:

PARCEL B OF PARCEL MAP NO. 07-P-04, IN THE CITY OF MADERA, COUNTRY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, RECORDED JUNE 19, 2007, IN BOOK 57, PAGES 40 AND 41 OF PARCEL MAPS, MADERA COUNTY RECORDS.

APN: 013-050-006-000

EXHIBIT "B"
Development Impact Fees

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]

Industrial Fee Notes

[1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at $272 per unit.
Road 28 interceptor to be based on a dwelling unit equivalency at $716 per unit.

[2] A minimum of $413 or the amount determined by the City Engineer by multiplying $413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.

EXHIBIT "C"
Insurance Requirements
(Sheet 1 of 2)

Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way

For the purposes of this document, any individual or contractor seeking a permit to work in the public right-of-way will be referred to as "Contractor." Contractor shall procure and maintain for the duration of the project insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work identified in the applicable encroachment permit and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury, and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
-
- $1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
-
- Worker's Compensation as required by the State of California.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- The City of Madera, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37, or their equivalents.

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

EXHIBIT "C"
Insurance Requirements
(Sheet 2 of 2)

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

Waiver of Subrogation

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Attachment 2

LOCATION MAP

CITY OF MADERA ENGINEERING DEPARTMENT 205 W. 4TH STREET MADERA, CA 93637	FULL THROTTLE SUSPENSION	DR BY: EP CH BY: TL DATE: 3/4/20 SCALE: NTS SHT 1 OF 1

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

Agenda Number: C-1

SUBJECT:

Public hearing to approve the Community Development Block Grant (CDBG) COVID-19 Round 3 funding allocation and approve subrecipient Agreements

RECOMMENDATION:

Conduct a public hearing to receive final public input and:

1. Adopt a Resolution Approving a 2020/21 CDBG Subrecipient Agreement for Services ($122,322) with Community Action Partnership of Madera County, Inc.; and
2. Adopt a Resolution Approving a 2020/21 CDBG Subrecipient Agreement for Services ($280,321) with Madera Coalition for Community Justice.

SUMMARY:

The City of Madera (City) received notification from the U.S. Department of Housing and Urban Development (HUD) on September 11, 2020, that it was eligible to receive an allocation for the CDBG COVID-19 Round 3 funds, in the amount of $402,643. The public hearing is for City Council (Council) to approve final funding allocations and then, to enter into agreements with grant subrecipients to serve the residents of the City with their COVID-19 related impacts.

DISCUSSION:

The following is a summary of the CDBG-CV (COVID-19) eligible activities provided by HUD that may be funded to address the coronavirus effects in the community:

- Buildings and Improvements, Including Public Facilities
- Assistance to Businesses, Including Special Economic Development Assistance
- Provision of New or Quantifiably Increased Public Services
- Planning, Capacity Building, and Technical Assistance

During the Council meeting of May 6, 2020, priorities were identified by Council to distribute CDBG COVID-19 Round 1 funds. Those priorities are listed below and are being adhered to for this Covid-19 Round 3 funding distribution cycle.

- Rent/Mortgage Assistance
- Food Assistance
- Utility Billing Assistance
- Small Business Assistance

Council Tentative Allocations

During the Council meeting of May 19, 2021, Council voted unanimously to approve the tentative allocations as presented by the BGC. Table 1 represents the approved tentative allocations.

Table 1: *City Council Tentative Allocations*

Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
Madera Coalition for Community Justice - Madera Eviction and Utility Shutoff Prevention and Rental Assistance and Utility Shutoff Prevention	$280,321	$280,321
CAPMC – Housing Stabilization Program Rental Assistance and Utility Shutoff Prevention	$122,322	$122,322
Total	**$402,643**	**$402,643**

A five-day public review and comment period is required following the approval of the tentative allocations. There were no written public comments during the five-day public review and comment period which ended on May 24, 2021 at 5 pm.

FINANCIAL IMPACT:

This allocation will not have an impact on the General Fund. The City will be administering the grant with current CDBG administration funds available.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The HUD CDBG program supports the Vision Madera 2025 Plan as follows:

- *Strategy 136:*
  - Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.
- *Strategy 407:*
  - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- *Strategy 337:*
  - Develop programs for Maderans of all ages with an emphasis on youth and senior activities.

- *Strategy 121.1:*
    - Add facilities and amenities for the public.

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- CAPMC Agreement
    - Exhibit A – Application
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements

2. Resolution
    Exhibit 1- MCCJ Agreement
    - Exhibit A – Application
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($122,322) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

WHEREAS, the California Department of Public Health has activated its Medical and Health Coordination Center, and the Office of Emergency Services recently activated the State Operations Center to provide support and guide actions to preserve public health; and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State Emergency for the State of California as a result of the threat of COVID-19; and

WHEREAS, on March 11, 2020, the Director-General for the World Health Organization declared that COVID-19 can be characterized as a "pandemic"; and

WHEREAS, on March 12, 2020, Governor Newsom executed Executive Order N-25-20, which followed his March 4 proclamation of a State of Emergency in California as a result of the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency; and

WHEREAS, on March 16, 2020, Madera County declared a local health emergency; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases within the City, and to prepare to respond to an increasing number of individuals who may require medical care; and

WHEREAS, on March 27, 2020, the United States Congress appropriated $5,000,000,000 for the CDBG program; and

WHEREAS, on September 11, 2020, the City was notified that it was eligible to receive $402,643; and

WHEREAS, on May 5, 2020, the City Council received public comment from citizens, including input from the City Council and the Block Grant Commission (BGC), on how to utilize the COVID-19 funding; and

WHEREAS, on May 19, 2021, the City Council conducted a public hearing to receive input from the public and BGC on how to allocate the $402,643 in COVID-19 funding and make tentative determinations for allocations; and

WHEREAS, on June 16, 2021, the City Council conducted a public hearing to consider approval of the COVID-19 final funding allocations and amended 2019/20 Action Plan; and

WHEREAS, after considering the reports and public comments, the City Council wishes to approve the 2020/21 Community Development Block Grant subrecipient agreement with the Community Action Partnership of Madera County, Inc. in the amount of $122,322; and

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 2020/21 Community Development Block Grant Subrecipient Agreement between the City and Community Action Partnership of Madera County, Inc. in the amount of $122,322. A Copy of the agreement is attached as Exhibit 1 and incorporated reference.
3. This resolution is effective immediately upon adoption by City; however it shall not be effective for implementation until City receives written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/20 amended Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action necessary to implement the terms of this Resolution.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of June 17, 2021, by and between the City of Madera ("City") and Community Action Partnership of Madera County, Inc., 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. City agrees 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 the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the

fifteenth (15th) day of the month at a minimum of following the end of each month, and no longer than 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 $122,322.19 in fiscal year 2021-2022. 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 "D".

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

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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. Reports/Required Notifications

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

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 that 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 that 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.

c. CDBG Reporting Requirements

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

Subrecipient shall submit with each monthly/quarterly 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.

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 "D".

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 Exhibit E, 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

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

17. Administration

The City of Madera Grants Administration 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 on at least a quarterly basis.

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. Fourth St.
Madera CA 93637

To the Subrecipient:
Community Action Partnership of Madera County, Inc.
1225 Gill Ave
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 on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Community Action Partnership of Madera County, Inc.:

By: Mattie Mendez
Mattie Mendez, Executive Director

Date: 4/7/2021

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____ Date: _____

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CDBG-CV PUBLIC SERVICE APPLICATION

The City of Madera received a supplemental allocation to our Community Development Block Grant (CDBG) funds that **must** be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this public health crisis. The CARES Act will provide **$402,643** in Community Development Block Grant Coronavirus **(CDBG-CV)** funds to the City from the U.S. Department of Housing and Urban Development (HUD).

The City is requesting applications from nonprofits and other eligible entities for participation in the CDBG-CV program to address one of the following specific needs identified for this funding.

- Rent/Mortgage Assistance
- Food Assistance
- Utility Billing Assistance
- Small Business Assistance

HUD has provided flexibility for the use of CDBG-CV funding by eliminating the CDBG 15% cap for which the amount of grant funds can be used for public services. Eligible CDBG-CV programs must provide services to City of Madera low- to moderate- income residents.

CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits which means grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost.

Activities must meet one of the three HUD National Objectives:

1. Benefit low to moderate income persons
2. Aid in the prevention of slums and blight, or
3. Meet an urgent need

Applications for Funding

Applications for funding through the City of Madera CDBG-CV program shall adhere to CDBG funding criteria. Applicants will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified.)

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

The COVID19 State of Emergency has left Madera families in financial crisis. Many have been laid off from their jobs as there were 8317 unemployment claims filed between March 7, 2020 and April 25, 2020. Families are struggling to pay living expenses such as rent and utility bills such as electricity, water and waste disposal service. The Community Action Partnership of Madera County has funding to assist households to pay electricity and propane bills. In addition, funds are needed to help pay for rent assistance for the low-income. Other agencies such as Madera County Social Services Department (DSS) have funds to assist with rental expenses but the criteria excludes households that are not receiving cash assistance from DSS. The Central Valley Opportunity Center (CVOC) has funds to assist migrant families with utility and rent, but that excludes non-migrant families. The Coalition for Community Justice (CCJ) also provides rental assistance. CAPMC currently collaborates with both the CCJ and CVOC to ensure that applicants for rental assistance have not received assistance with either one of these agencies.

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

The proposed program complements the services that are currently being offered in Madera. One example is DSS has a program that will assist eligible households with rental deposits and the last month's rent. Sometimes families need a little more assistance to help them get back on their feet. For the above example, CAPMC would be able to fund the first month's rent. If the CDBG CARES Round 2 is funded, this would allow CAPMC to continue providing rental assistance, water bill assistance and PG&E assistance after the existing contracts have been depleted.

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

Given the current moratorium on evictions, applicants that are currently applying for rental assistance often owe several months of back rent. CAPMC proposes to serve around 15 households with approximately $4,000 per household for either rapid rehousing or homeless prevention measures. If less is needed to help bring the household current on their rent, then the benefit will be adjusted to meet the need. In addition, CAPMC proposes to serve around 100 households with approximately $150 to help pay past due water bills to a current status. Lastly CAPMC plans to assist approximately 14 households with up to $2,000 to help pay for past due PG&E bills.

Which National Objective does your program meet?

This project meets two of the National Objectives: Benefit low to moderate-income persons and meets an urgent need.

Which measurable objectives does your program meet?

The proposed program will provide rental assistance and or water bill assistance for low-income individuals/families, seniors and people living with disabilities that have been effected by COVID19.

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

CAPMC has the following contracts that assist with Homeless Prevention and Rapid Rehousing support:

Community Services Block Grant – CARES contract: Provides $280,274 of personnel and operation cost for CAPMC's one stop center for housing assistance. The center is called the Homeless Engagement for Living Program (HELP) Center. The funding provides for 2 Housing Case Workers and 20% of a Housing Coordinator plus a minimal amount to help cover office rent and other operational cost through May 2022.

Community Development Block Grant – CARES contract: Provides $90,000 of rental assistance or rapid rehousing for households that that have been impacted by COVID19 and are residing in the approved census tracks within the City of Madera.

Emergency Solutions Grant (ESG) – Provides $106,000 for emergency shelter, rental assistance, street outreach, and rapid rehousing. This funding was spent by December 31, 2020. These dollars were slow to be spent because of the shortage of available housing. CAPMC anticipates receiving additional ESG dollars in 2021, but it is unknown when the contract will be awarded. The anticipated amount that CAPMC expects to receive is $277,240.

Emergency Solutions Grant (CARES) – Provides $110,000 for Emergency Shelter and Rapid Rehousing. CAPMC spent $50,000 on Emergency Shelter and is currently working to spend the remaining $60,000 by providing rental assistance through the rapid rehousing program to approximately five clients.

Homeless Outreach CCP – Assembly Bill 109 – CAPMC received $231,000 to help cover the operational cost for the HELP Center. This fund also supports 80% of the Housing Coordinator and 100% of 2 Homeless Outreach Workers. This contract along with the CSBG CARES contract allows CAPMC to apply for contracts such as CDBG CARES that provide direct benefits to applicants while budgeting a minimal amount for personnel cost and operating cost.

Kaiser Foundation – CAPMC recently received a contract from the Kaiser for $90,000. Included in the contract is $60,000 to provide rapid rehousing or rental assistance. The contract period January 1, 2021 to December 31, 2021.

FEMA CARES – This funding pays up to $1,000 for rent or mortgage assistance for Madera County Residents who have been impacted by COVID-19. This is the only contract that provides mortgage assistance. The award is for $30,000 and needs to be spent by May 31, 2021.

In addition, CAPMC has received a 5-year contract through Madera County Behavioral Health called the Homeless Housing Assistance Program. This contract included $33,000 for Rental Assistance and Rapid Rehousing for Youth and $345,002 for Homeless Prevention, with $32,862 for Outreach and Coordination with a remainder of $148,770.

Lastly CAPMC has a contract from the Department of Community Services and Development for the Low Income Home Energy Assistance Program (LIHEAP). However, the current contract does not provide enough funding to prevent shut off services for clients. The current funding available through the 2021 contract for PG&E assistance is $683,262 and out of this amount $294,025 has been spent with a remaining amount of $389,237. Some customers have very high PG&E bills and LIHEAP pays up to $1,000 which may not be enough to cover the entire bill.

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

CAPMC intends to continue seeking other funding sources, but there is not anything specific at the moment.

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

CAPMC's Board of Director meetings are public meetings that are posted in advance. The concept was presented at the May 2020 Board of Director's meeting for CDBG CARES Round 1 and the November 2020 Board meeting for CDBG CARES Round 2. There were no members from the community present to gather input from. In addition the revised application was discussed at the May 2021 Board Meeting.

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

A list of the other funds are included above. Please note when CDBG funds are depleted, residents who live in the Madera city limits will continue to be served with other funds until all funds have been depleted.

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

Eligible clients will be served in the order that the applications were received until the funds are depleted.

Discuss your program's/project's successes.

CAPMC has a long track record of successfully running many different Federal, State and local programs.

CAPMC has operated FEMA funded rental assistance programs in the past and has never had a problem fully spending the funding. There are systems in place to quickly get the program running.

Discuss your program's/project's past performance (2013 to 2019).

CAPMC has been awarded CDBG grants through the City of Madera since before 2013. There is a proven track record of successfully administering the contracts that have been awarded. CAPMC was awarded $90,000 CDBG CARES Round I. As of May 2021 $70,350 has been spent. Staff plan on conducting more outreach in May to help ensure funds are fully spent by June 30, 2021.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

CAPMC will track the number of households that were served with rapid rehousing and the number of households that were served with homeless prevention.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services. **(Households)**	15 Rent 100 Water/Trash 14 PG&E	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months). **(Households)**	100	
3. Has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.) N/A		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 – 54	55 – 59	60 - 64	65 +
				30	30	30	10	
GENDER	Female	65						
	Male	35						
FEMALE HEAD	35							

Ethnic Categories*	No.
Hispanic or Latino **(Households) If the average household size is 4, then this can be multiplied by 4).**	60
Not Hispanic or Latino **(Households) If the average household size is 4, then this can be multiplied by 4).**	40
Racial Categories*	
American Indian or Alaska Native	2
Asian **(See note above.)**	1
Black or African American **(See note above.)**	20
Native Hawaiian or Other Pacific Islander	
White **(See note above.)**	77
Other	

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

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

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

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

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

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

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

- White. Peoples of Europe, the Middle East or North Africa.

INCOME SOURCE	AMOUNT
CITY	$122,322.19
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	$122,322

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	$4,914.19
BENEFITS	0150	$ 1,135
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	$400
DIRECT BENEFITS		$103,000
OFFICE EXPENSE	0350	$270
OFFICE RENTAL	0400	$850
EQUIPMENT RENTAL	0450	$1,400
UTILITIES	0500	$150
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	

CONTRACTS	0650	
TRANSPORTATION	0700	
INDIRECT COST		$10,203
TOTAL		$122,322

DIRECT BENEFITS		
CLIENT RENT		$60,000
WATER/TRASH		$15,000
PG&E		$28,000
TOTAL		$103,000

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation regarding COVID-19? Please provide details.

   CAPMC has received public input from the community when they contact our office to request assistance with rental payments.

2. Evidence of collaboration with other agencies within the community regarding COVID-19.

   In addition, CAPMC facilities the Madera County Homeless Connections that is comprised of local community partners who come together to case manage homeless clients for the purpose of providing housing stabilization services. CPV

Please see Priority Needs for the CDBG-CV funding (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.)

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Julie Morgan	Deputy Director	Madera County Behavioral Health Services	(559) 673-3598 Ext. 1279	Julie.morgan@maderacounty.com
Ryan McWherter	Director	Madera County Food Bank	(559) 975-3515	rmcwherter.maderafoodbank@gmail.com
Jody Ketcheside	Deputy Director	Turning Point of Central California	(559) 233-2663	jketcheside@tpocc.org Ext. 7310

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 10

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

15 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1965

IRS Employer Number: 94-1612823

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom? Yearly – Brown Armstrong CPAs

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

If so, for how much? $200,000

List any judgments or pending lawsuits against the agency or program: None

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County, Inc. do hereby resolve that on November 12, 2020, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: November 12, 2020

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

ADDRESS: 1225 Gill Avenue Madera, CA 39367

TELEPHONE: (559) 673-9173

Email Address: mmendez@maderacap.org

By: _____
Chairman of the Board of Directors

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

By: _____
Executive Director

RETURN THE APPLICATION BY EMAIL OR CALL THE GRANTS DEPARTMENT TO SCHEDULE DROPPING OFF A HARD COPY.

EMAIL THE APPLICATION TO: ddybas@madera.gov

DUE DATE: **November 23, 2020, 5:00 p.m.**

CITY CDBG CONTACT: **ddybas@madera.gov**
559-661-3690

CDBG-CV (COVID-19) Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address COVID-19 Community Need	20	
COVID-19 Work Plan and Capacity	20	
Ability to Address a National Objective with COVID-19 Measureable Outcomes	20	
Timeline	20	
References	20	
	Total	

Priority Needs for the CDBG-CV (COVID-19) Funding	
Top Need Areas	**Target Areas**
Rent/Mortgage Assistance	Monthly rental/mortgage assistance for housing for low-income individuals/families, seniors and people living with disabilities effected by COVID-19.
Food Assistance	Services that provide food for low-income individuals/ families, seniors and people living with disabilities effected by COVID-19.
Utility Billing Assistance	Monthly utility billing assistance (water/sewer) for low-income individuals/families, seniors and people living with disabilities effected by COVID-19.
Small Business Assistance	Programs to assist small businesses to retain low-income workers effected by COVID-19.

ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR

Attachment A

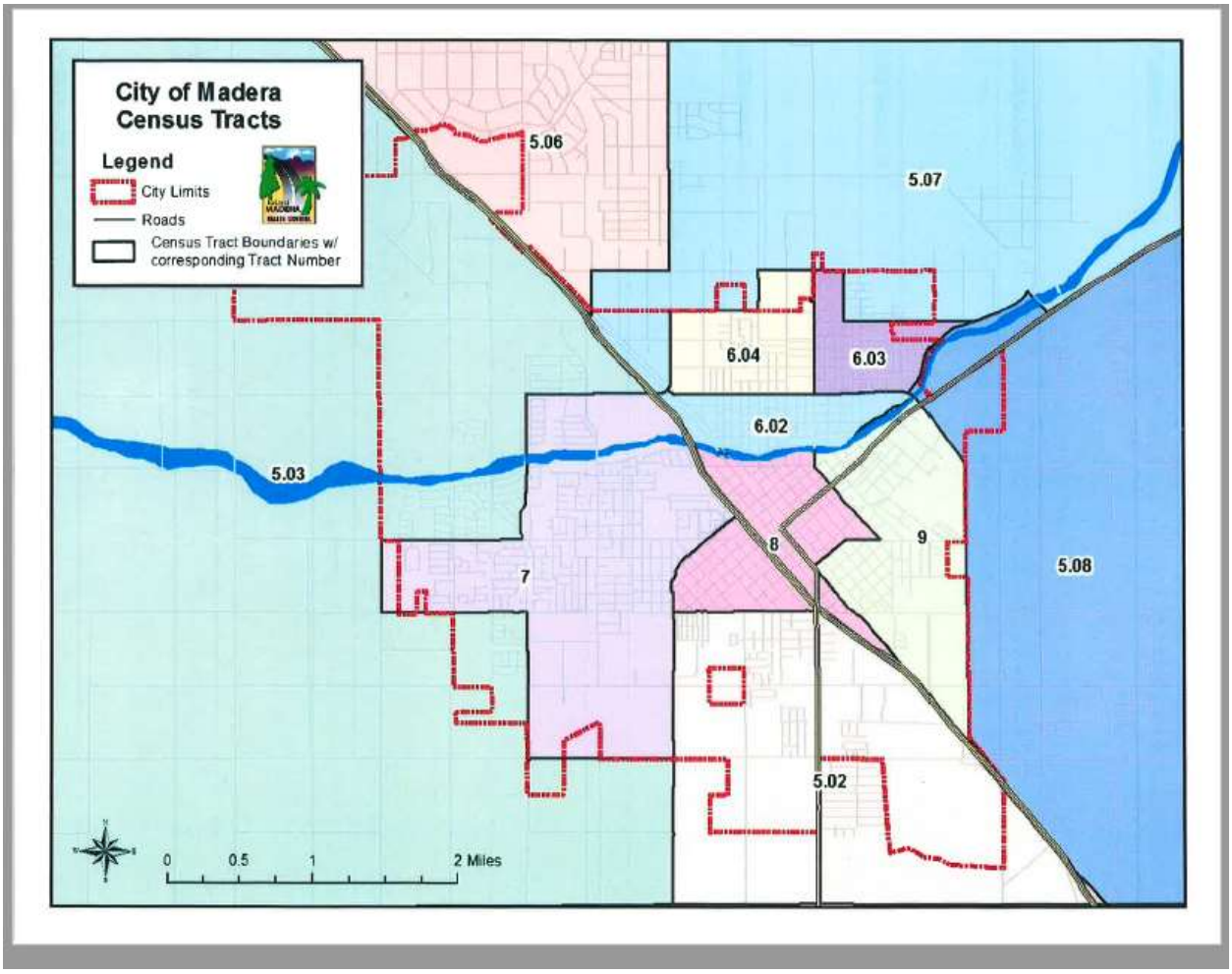

Exhibit B

INCOME SOURCE	AMOUNT
CITY	$122,322.19
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	$122,322

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	$4,914.19
BENEFITS	0150	$ 1,135
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	$400
DIRECT BENEFITS		$103,000
OFFICE EXPENSE	0350	$270
OFFICE RENTAL	0400	$850
EQUIPMENT RENTAL	0450	$1,400
UTILITIES	0500	$150
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	

CONTRACTS	0650	
TRANSPORTATION	0700	
INDIRECT COST		$10,203
TOTAL		$122,322.19

DIRECT BENEFITS		
CLIENT RENT		$60,000
WATER/TRASH		$15,000
PG&E		$28,000
TOTAL		$103,000

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Community Action Partnership of Madera County**
1225 Gill Avenue
Madera, CA 93637

PROJECT TITLE: Rental Assistance

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

I. CLIENT INFORMATION:

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

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

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

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

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

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

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

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

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

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

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

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

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

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

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

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

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

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

Exhibit D

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 E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($280,321) WITH THE MADERA COALITION FOR COMMUNITY JUSTICE

WHEREAS, the California Department of Public Health has activated its Medical and Health Coordination Center, and the Office of Emergency Services recently activated the State Operations Center to provide support and guide actions to preserve public health; and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State Emergency for the State of California as a result of the threat of COVID-19; and

WHEREAS, on March 11, 2020, the Director-General for the World Health Organization declared that COVID-19 can be characterized as a "pandemic"; and

WHEREAS, on March 12, 2020, Governor Newsom executed Executive Order N-25-20, which followed his March 4 proclamation of a State of Emergency in California as a result of the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency; and

WHEREAS, on March 16, 2020, Madera County declared a local health emergency; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases within the City, and to prepare to respond to an increasing number of individuals who may require medical care; and

WHEREAS, on March 27, 2020, the United States Congress appropriated $5,000,000,000 for the CDBG program; and

WHEREAS, on September 11, 2020, the City was notified that it was eligible to receive $402,643; and

WHEREAS, on May 5, 2020, the City Council received public comment from citizens, including input from the City Council and the Block Grant Commission (BGC), on how to utilize the COVID-19 funding; and

WHEREAS, on May 19, 2021, the City Council conducted a public hearing to receive input from the public and BGC on how to allocate the $402,643 in COVID-19 funding and make tentative determinations for allocations; and

WHEREAS, on June 16, 2021, the City Council conducted a public hearing to consider approval of the COVID-19 final funding allocations and amended 2019/20 Action Plan; and

WHEREAS, after considering the reports and public comments, the City Council wishes to approve the 2020/21 Community Development Block Grant subrecipient agreement with the Madera Coalition for Community Justice in the amount of $280,321; and

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 2020/21 Community Development Block Grant Subrecipient Agreement between the City and Madera Coalition for Community Justice in the amount of $280,321. A copy of the agreement is attached as Exhibit 1 and incorporated by reference.
3. This resolution is effective immediately upon adoption by City; however it shall not be effective for implementation until City receives written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/20 amended Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action necessary to implement the terms of this Resolution.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
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 June 17, 2021, by and between the City of Madera ("City") and Madera Coalition of 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. City agrees 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 the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the fifteenth (15th) day of the month at a minimum of following the end of each month, and no longer than 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 $280,320.81 in fiscal year 2021-2022. 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 "D".

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

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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. Reports/Required Notifications

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

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 that 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 that 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.

c. CDBG Reporting Requirements

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

Subrecipient shall submit with each monthly/quarterly 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.

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 "D".

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 Exhibit E, 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

Adjustment of any line item within the total approved budget contained in Exhibit "B" or

changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration 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 on at least a quarterly basis.

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. Fourth 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 on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

MADERA COALITION FOR COMMUNITY JUSTICE:

By: LOURDES HERRERA
Lourdes Herrera, Executive Director

Date: 06/03/2021

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

_____ Date:

Exhibit A

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CDBG-CV PUBLIC SERVICE APPLICATION

The City of Madera received a supplemental allocation to our Community Development Block Grant (CDBG) funds that must be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this public health crisis. The CARES Act will provide $536,338 in Community Development Block Grant Coronavirus (CDBG-CV) funds to the City from the U.S. Department of Housing and Urban Development (HUD).

The City is requesting applications from nonprofits and other eligible entities for participation in the CDBG-CV program to address one of the following specific needs identified for this funding.

- Rent/Mortgage Assistance
- Food Assistance
- Utility Billing Assistance
- Small Business Assistance

HUD has provided flexibility for the use of CDBG-CV funding by eliminating the CDBG 15% cap for which the amount of grant funds can be used for public services. Eligible CDBG-CV programs must provide services to City of Madera low- to moderate- income residents.

CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits which means grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost.

Activities must meet one of the three HUD National Objectives:

1. Benefit low to moderate income persons
2. Aid in the prevention of slums and blight, or
3. Meet an urgent need

Applications for Funding
Applications for funding through the City of Madera CDBG-CV program shall adhere to CDBG funding criteria. Applicants will adhere to the following criteria.

- ✔ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✔ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified.)

There is nothing more devastating to a family short of a life-threatening illness like COVID-19 than being homeless because it disrupts every aspect of the day-to-day lives of family members. Likewise, there is nothing more destabilizing for a community than to have a large number of residents suddenly becoming homeless with no housing especially during the COVID-19 pandemic. There is the obvious health and safety dangers posed. But stressors begin building up long before the actual eviction causing an increase in domestic violence, child abuse, drug and alcohol abuse which take a frightful toll on families.
In March, Governor Newsom issued an executive order allowing local jurisdictions to adopted ordinances preventing mass evictions of families for nonpayment of rent retroactive to March up through the end of May. The same can provide for a deferment of repayment of back rent beyond the expiration of the ordinance. The City of Madera responded by adopting an ordinance that sunsetted on May 31, 2020. Tenants avoided eviction because the State Judicial Council declared a moratorium on eviction actions which ended on August 31st. The state then enacted AB 3088(COVID-19 Tenant Relief Act of 2020) which further delayed eviction actions, exempted selected nonpayment of rent evictions due to COVID-19 hardships, conferred more protections for "just cause" termination of tenancies from the previous AB 1482, and a host of other relief. On the federal side, the Center for Disease Control and Prevention issue "Temporary Halt in Residential Evictions to Prevent Spread of COVID-19." The order declared a national moratorium on residential evictions for nonpayment and related hardships. The residual AB 1482, the newly adopted AB 3088 and the CDC order impose overlapping rights, responsibilities and requirements on tenants and landlords alike respecting requisite notice content and time extensions, rent arrearages that constitute grounds for eviction (others that are not), repayment installments and timelines, declaration submission deadlines, hardship exemptions, just cause requirement (at fault vs. no fault), differing court filing timelines, etc. Suffice it to say, the federal and state laws were complicated, nuanced and confusing to laypersons often causing tenants to forego their rights, failed to seek assistance (financial resources and legal assistance) and miss legal deadlines all to their detriment.

That said, the CDC order will sunset on December 31, 2020. Under AB 3088, nonpayment of rent due to COVID-19 hardship ends on January 31, 2021. Moreover, the deadline for repayment of rent arrearage owed during the hardship months is January 31, 2021. Beginning February 1, 2021, all rent must be paid in full as they fall due – no more hardship forbearance of deferment of back rent. It could not happen at a worst time as the pandemic is trending in the wrong direction. What MCCJ has learned in the past 5-6 months is that many families were lulled into believing they didn't have to pay rent, couldn't save or make arrangements to pay the arrearage, wage earner had hours reduced or lost job, household expenses increase due to child care and school closing, etc. Relative to that is many didn't know about job protections, employee

coverages and wage replacements. This is the perfect storm. More than likely, the confluence of all of these factors and circumstances will translate to an avalanche of evictions beginning in February 2021.

The challenges faced by families negatively impacted by the pandemic are multifaceted: 1) the loss of employment means no income and depletion of whatever savings they may have had; 2) rent and utilities are unpaid both past and current; 3) all one-time funds (stimulus money) are expended on immediate needs which remain inadequate; 4) household expenses have increased since store prices have increased and more food is needed to feed children at home due to no school; there are no savings; 5) other bills (e.g., car, credit card, etc.) go unpaid and late fees accumulate; and low- and moderate-income homeowners who were unable to make their mortgage payments, and 6) all of the above are much more acute due to the extended passage of time.

This April, City Council adopted an ordinance preventing mass evictions of families for nonpayment of rent retroactive to March up through the end of May. The same requires repayment of back rent within six month from the expiration of the ordinance which means all rent arrearage must be paid in full by the end of November. Add to the fact that the State Judicial Council rule declaring a moratorium on eviction actions ends in July which translates to an avalanche of evictions by August.

Respecting the above, the moratoria of rent and utilities provided much-needed respites but once the deferments are over, they must be paid AND current rent and utilities that fall due must be paid as well. (The former is owed at the beginning of each month.) Even those who have qualified for unemployment benefits, the additional $600 ends on 7/31. Those who are recalled for work are given less than there usual hours because of reduced business and so they fall further behind on bills. Expiration of the moratoria on rent and utilities and the court's emergency order halting eviction produces the perfect storm. There will be two waves of evictions: August when current rent due goes unpaid and November when the tenants are unable to pay the 3 plus months of unpaid rent during the moratorium. Respecting the first group, it is inevitable that there will be a sizeable number of tenants who failed to provide their landlords with proof of their COVID-19 related loss of income and will be sued, in the first instance, for all rent due as soon as the courts reopen.

The bottom line is that there will be massive dislocation of families and confusion in Madera – homelessness will be rampant. This could not happen at a worse time since the affordable housing market in the City of Madera has been static for years. (In fact, it has been experiencing a negative vacancy rate for the past 5 years.) Despite a continued growing population, the City's housing stock has actually shrunk due to the City ordinance requiring rental inspections. There has been an increasing demand with a diminishing supply of housing. Over 52% of households are renters in the City. The overwhelming majority are moderate and low-income. As is true across the country, Unfortunately, it is the low-wage workers that have suffered job loss due to

the pandemic. What we are going to witness in Madera is a game of musical chairs with families who are subject of evictions scrambling to find housing as the fall and winter months close in.

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

Madera Coalition previously received an allocation of CDBG-CV funds from the City of Madera to prevent evictions, utility shutoffs and mortgage foreclosures. (This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136.) Subsequent to that, the organization was a separate CDBG-CV funds from the County to provide the same services for eligible residents in the county which included those residing in the City of Madera. Both allocations have time constraints that imposed deadlines for their expenditures. This current request will supplement the unused funds

Madera County Action Partnership also received CDBG-CV funds earlier this year. The latter also receive FEMA funding for rent assistance from time to time but the program has not been in operation for quite some time. Department of Social Services have two programs for welfare recipients who are facing imminent eviction to get payment of first month's rent and security deposit, if eligible. Central Valley Opportunity Center receives funding that are available only to farmworkers.

MCCJ operates PG&E's Reach program and California Public Utility Commission's TEAM program. The former is a utility payment assistance program and the latter a utility bill dispute resolution service. Further, MCCJ is the Fresno/Madera United Way's COVID-19 assistance ambassador/prosperity counsel in Madera County. In that dual capacity, it will be screening all Madera applicants seeking assistance due to needs arising from the pandemic. (The level of funding is in flux.) It's prior receipt of a grant of $50,000 from the Sierra Health Foundation to address the financial needs of low-income families, single-parent-headed households and victims of domestic violence in the county has been depleted.

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

Eviction Prevention & Utility Shutoff Program - EP&USP will be threefold:

1. Provide rental assistance to families facing eviction for nonpayment of rent (due to COVID-19) and/or obtain new housing.
2. Provide utility (electricity, water and sewer) assistance to families facing utility shutoff due to nonpayment.
3. Provide financial assessment, counseling and referral regarding wage replacement, benefits, services, resources, legal employment protections and rights.

It complements and supplements existing services. The third-prong of the project is not provided anywhere in Madera City and County. It is a very necessary component of the project. (Both

CAPMC and CVOC are housing voucher programs. Neither provides the counseling and referral services.)

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

- Records of clients seen
- Records and clients served

Staff will conduct outreach to publicize the program to residents of the City of Madera to hospitals, health clinics, school district, migrant and farmworker service providers, food distribution, flea market, agencies, nonprofits and faith institutions to refer clients in need and to leverage their expertise, services and resources to publicize and assist families in keeping their housing and getting back on their feet. In that connection, it will also use media (Univision and Radio Bilingue) to outreach to Spanish language families.

MCCJ just successfully concluded the 2020 Census campaign heading up the local complete count committee and will be able to take advantage of the networking, collaborations, cooperation and coordination with community partners. Further, MCCJ enjoys a unique partnership with CRLA the county legal services that represents tenant families in eviction actions

Each application for assistance will be reviewed to determine income and resource eligibility to receive CARES Act assistance and that their need is due to COVID-19 impact. Additionally, the assistance requested will scrutinized to determine the amount needed, likelihood of success, availability of other resources, ability to come up with matching money, and future prospects of maintaining housing. (E.g., request for financial assistance to forestall an eviction due to a rent arrearage will be denied if the applicant has no means to pay both current and future rent. In that connection, the request would be granted if the applicant is going back to work so can pay rent as they come due once the arrearage is extinguished. Alternatively, a grant would be made to allow the applicant to find new housing notwithstanding in light of the imminent eviction. Any payment disbursed would be made to the vendor (landlord) to ensure that the money goes toward securing housing and not something else. (Similarly, homeowners who are delinquent in their mortgage payments will be scrutinized to optimize their mitigation options in light of a much more extensive time line. From the initial date of nonpayment, the defaulting homeowner has at least 180 days before the foreclosure sale. Prior to the sale, homeowner can request a loan modification which at a minimum will delay matters another 60 plus days and if granted achieve an outcome preferable to securing financial assistance from this program. Many of the big lenders are granting forbearances which would preempt the need for assistance.) Likewise, the same process and procedures will be followed in utility shutoffs.

Separately, all applicants seeking financial assistance will be counseled on the availability of other resources, financial assistance, benefits, rights & job protections, and services to assist the

distressed families in more than just preventing evictions and utility shutoffs. (E.g., income replacement(UIB & CARES Act expansion, Pandemic Unemployment Assistance, SDI, Paid Family Leave); paid or unpaid leave (California Paid Sick Days, FFCRA Emergency Paid Sick Leave & Expansion, CA Supplemental Paid Sick Leave for Food Sector Workers, Family Medical Leave Act & California Family Rights Act, California Family School Partnership); private and government relief funds; Pandemic EBT benefits; housing rent deferment and mortgage forbearance programs and options; health advisory; local food distribution and free meal sites, etc.) Applicants will be provided with information sheet and referrals made to agencies for follow-up and reporting. Immigrants will be provided with special information geared to their immigration status. (In addition to its local food distribution programs, MCCJ also administers two PG&E utility assistance programs in addition to being Fresno/Madera United Way's county representative in its Partners in Prosperity (COVID-19 assistance program)).

The project will maximize the number of families served to stretch the dollars awarded. It is anticipated that 250 to 400 families will be served. Of that number 75 to up to 200 families will receive rental and/or utility assistance. The maximum grant per household is $5000 and on a onetime basis. Each application will be reviewed and scored base a set criteria which includes: whether payment will forestall and eviction or keep the family housed, likelihood of being able to stay housed in the foreseeable future (e.g., reemployment, unemployment benefits eligible, recovery from COVID, etc., imminent loss of housing or utility shutoff, family can come up with matching money, financially eligible, etc. Alternatively, if the rent arrearage exceeds the maximum allocation, attempts will be made to pay for new housing. Goal is to keep families housed and secondarily to disburse the funds judiciously in order to optimize the use of available funds to keep as many families housed as possible.

Which National Objective does your program meet?

Service to low- and moderate income families.

Which measurable objectives does your program meet?

Rent/mortgage and utility shutoff assistance.

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

None currently planned.

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

N/A

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

MCCJ had previously surveyed it's parent groups and individual recipients at its food distribution sites. The identified needs were confirmed in the last 3 months of running the project currently.

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

N/A

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

Funds will assist those who have the least amount of income and resources.

Discuss your program's/project's successes.

MCCJ was founded in 1993 with no budget. All work was done by volunteers. Some 25 plus years later, it now boasts a budget of well over 1 million dollars. It receives funding from the state and local governments, school district and foundations. It runs a very successful frees-standing statecertified preschool that serves over 120 preschoolers for the past 18 years. Its food distribution was the first project and now serves over 200 families weekly. MCCJ also operates a parent leadership program in district schools and a similar youth leadership development project for nineteen years. This past year, the County of Madera subcontracted with the organization to head the county's Census 2020 campaign. Over the years, it earned the reputation as the communitybased organization that is embedded in the low-income, minority and farmworker communities. As such, it is often viewed as the trusted messenger and "go to" organization when it comes to reaching into these insular communities.

Among its accomplishments include the Cesar Chavez Plaza, fixed-route bus system, county farmworker vanpool, institutionalized the annual Interfaith/Intercultural Celebration and local Earth Day event, free tax preparation (with United Way), etc. It chaired the recently concluded 2020 Census campaign.

Discuss your program's/project's past performance (2013 to 2019).

MCCJ has been a recipient of CDBG funds from the City for almost 20 years. It has been and remains in good standing.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

Reporting – MCCJ will provide the City at regular intervals with records of clients seen, service and financial assistance provided, and supporting evaluation and financial documentation including bank account statements.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	1,050	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	300	
3. Has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		x
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	x	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		x

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	100	130	120	75	75	25	15	5
GENDER	Female	175						
	Male	125						
FEMALE HEAD OF HOUSEHOLD	75							

Ethnic Categories*	No.
Hispanic or Latino	220
Not-Hispanic or Latino	35
Racial Categories*	
American Indian or Alaska Native	5
Asian	3
Black or African American	15
Native Hawaiian or Other Pacific Islander	

White	35
Other	2

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

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

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

- American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

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

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

INCOME SOURCE	AMOUNT
CITY	280,120.81
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	

SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	280,120.81	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	30,000
BENEFITS	0150	3,000
SERVICES & SUPPLIES		500
INSURANCE	0200	500
COMMUNICATIONS	0250	600
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	1000
EQUIPMENT RENTAL	0450	
UTILITIES	0500	400
TRAVEL (ADMIN.)	0550	200
FOOD SUPPLIES	0600	
Rental/utility assistance		240,620.81
TRANSPORTATION	0700	
Administrative expenses	0750	3,000
TOTAL		280,320.81

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation regarding COVID-19? Please provide details.

2. Evidence of collaboration with other agencies within the community regarding COVID-19.

Please see Priority Needs for the CDBG-CV funding (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.)

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? _____

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

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

_____ Minimum _____ Maximum

Please provide the following information:

Date of Incorporation: _____

IRS Employer Number: _____

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom? _____

Are the treasurer and/or other financial officers bonded?

If so, for how much? _____

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

_____

List any outstanding obligations:

_____

RESOLUTION/CERTIFICATION:

We, the Board of Directors of __Madera Coalition for Community Justice
do hereby resolve that on _____, 2020, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: _____, 2020

AGENCY NAME: Madera Coalition for Community Justice
_____

ADDRESS: _219 S. D St., Madera , CA 93638
_____

TELEPHONE: _661-1879;
_____

Email Address lourdesh@maderacch.org
_____

By: _____
President of the Board of Directors

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

By: _____
Executive Director

RETURN THE APPLICATION BY EMAIL OR CALL THE GRANTS DEPARTMENT TO SCHEDULE DROPPING OFF A HARD COPY.

EMAIL THE APPLICATION TO: ddybas@madera.gov

DUE DATE: November 23, 2020, 5:00 p.m.
CITY CDBG CONTACT: ddybas@madera.gov
559-661-3690

CDBG-CV (COVID-19) Applicant Scoring Rubric		
Criteria	Points	Committee Member Ranking
Ability to Address COVID-19 Community Need	20	
COVID-19 Work Plan and Capacity	20	
Ability to Address a National Objective with COVID-19 Measureable Outcomes	20	
Timeline	20	
References	20	
Total		

Priority Needs for the CDBG-CV (COVID-19) Funding	
Top Need Areas	Target Areas
Rent/Mortgage Assistance	Monthly rental/mortgage assistance for housing for lowincome individuals/families, seniors and people living with disabilities effected by COVID-19.
Food Assistance	Services that provide food for low-income individuals/ families, seniors and people living with disabilities effected by COVID-19.
Utility Billing Assistance	Monthly utility billing assistance (water/sewer) for lowincome individuals/families, seniors and people living with disabilities effected by COVID-19.
Small Business Assistance	Programs to assist small businesses to retain low-income workers effected by COVID-19.

Attachment A
ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG

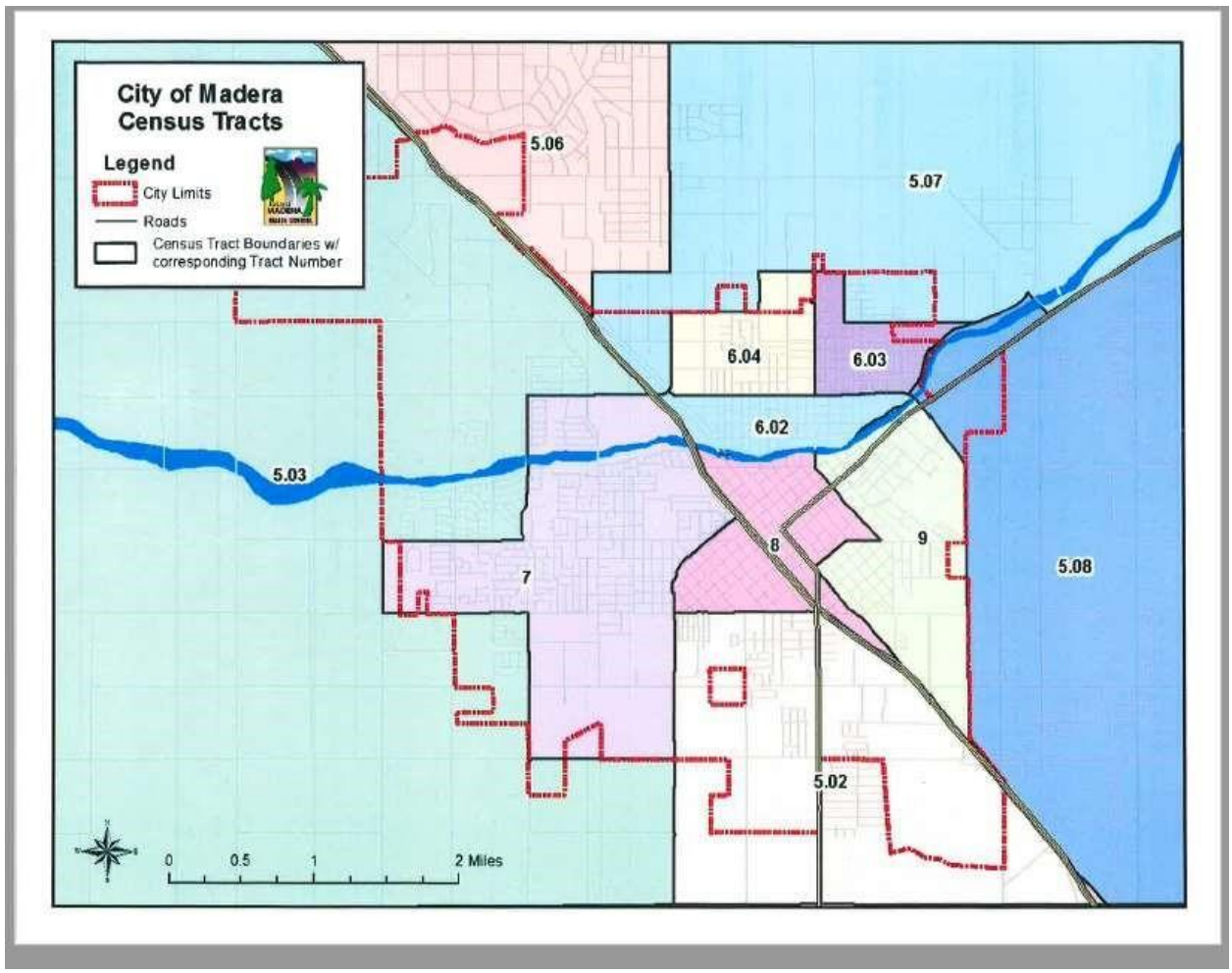
City of Madera
Census Tracts
Legend
City Limits
Roads
Census Tract Boundaries w/
corresponding Tract Number
5.06
5.07
6.04
6.03
6.02
5.03
7
8
9
5.08
5.02
0
0.5
1
2 Miles

Exhibit B

INCOME SOURCE	AMOUNT
CITY	280,120.81
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	280,120.81

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	30,000
BENEFITS	0150	3,000
SERVICES & SUPPLIES		500
INSURANCE	0200	500
COMMUNICATIONS	0250	600
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	1000
EQUIPMENT RENTAL	0450	
UTILITIES	0500	400
TRAVEL (ADMIN.)	0550	200
FOOD SUPPLIES	0600	
Rental/utility assistance		240,620.81

TRANSPORTATION	0700	
Administrative expenses	0750	3,000
TOTAL		280,320.81

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Madera Coalition for Community Justice**
21 S. D Street
Madera, CA 93638

PROJECT TITLE: Rental Assistance

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

I. CLIENT INFORMATION:

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

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

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

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

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

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

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

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

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

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

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

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

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

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

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

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

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

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

Exhibit D

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 E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

Agenda Number: C-2

SUBJECT:

Public hearing on the Community Development Block Grant (CDBG) 2021-2022 Action Plan funding allocation

RECOMMENDATION:

Conduct the public hearing to approve tentative allocations for the use of CDBG 2021-2022 Action Plan funds in the amount of $1,312,191

SUMMARY:

On May 13, 2021, City of Madera (City) received notification from the U.S. Department of Housing and Urban Development (HUD), that it was eligible to receive an allocation for the CDBG 2021-2022 Action Plan funds, in the amount of $949,042. The City also identified unexpended funds from the previous year's allocations totaling $363,150 that were eligible to be reprogrammed into the subject Action Plan. The public hearing is for City Council (Council) to consider funding recommendations proposed by the Block Grant Commission (BGC) for this funding, and to receive input from the public, to determine tentative funding allocations. Per HUD regulations, a 30-day public comment period is required after approving tentative allocations. After such period culminates, staff will bring back the tentative allocations during a future public hearing, for final approval by Council.

DISCUSSION:

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation. Each year, the City is eligible to apply for and receive the funds, through the development and submittal of an Action Plan. HUD has three national objectives for the CDBG program. When submitting the annual Action Plan to HUD, all proposed activities must meet at a minimum, one of the following objectives:

- Benefit to low- and moderate- income (LMI) persons; or
- Aid in the prevention or elimination of slums or blight; or
- Meet a need having a particular urgency (referred to as urgent need).

In addition to the national objectives that HUD requires and through the development of a five-year Consolidated Plan, the City has identified the following primary and secondary-tier priorities for funding cycles 2020-2024:

- 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)

The City typically receives a specified allocation of CDBG funds. There are instances when prior year projects have been completed but did not use all the awarded funds, resulting in reprogrammable funds. These unused funds are eligible to be reprogrammed and used, which is why the 2021-2022 Action Plan has a higher figure compared to previous years. Table 1 identifies the year and the unused funds from prior years.

Table 1: *Reallocation of funds from prior years*

Year	*Amount*
2014-2015	$15,169
2015-2016	$9,949
2018-2019	$116,811
2020-2021	$221,221
Total	**363,150**

It is noted that reprogrammed funds may only be allocated towards Capital Project/Public Improvements.

ELIGIBLE USE OF FUNDS

When the City is awarded its specified allocation, HUD requires that funds be spent on activities across three distinct categories:

- Administration; 20 percent maximum of allocated funding
- Public Services; 15 percent maximum of allocated funding
- Capital Projects/Public Improvements; no minimum or maximum thresholds sans available funding.

The maximum percentage allocation amounts are always based on the current year award, which for 2021-2022 Action Plan is $949,042. This means the maximum amounts for Administration and Public Service are $189,808 and $142,356, respectively.

SUMMARY OF SUBRECIPIENT GRANT APPLICATIONS

In the Spring of 2021, City staff released a Notice of Funding Availability (NOFA) inviting eligible and interested entities to submit applications for CDBG 2021-2022 funds. There was a total of 15 applications received. The BGC convened a meeting on June 7, 2021 to review applications, listen to presentations made by the interested entities, and to deliberate over the merits of each applicant due to receive CDBG funding. Their primary objective was to derive at consensus on funding distributions, to make such recommendations to Council.

Table 2 below indicates the funding limits that can be allocated to administration, public service, and capital projects. The third column breaks down the amounts requested by category, and contains the total amount requested by the applicants.

Table 2: *Requested Grant Funding by Applicants*

Funding Categories	*Maximum that can be allocated*	*Requested grant amount*
Administration (20% maximum) (2 *grant proposals received*)	$189,808	$209,808
Public Service (15% maximum) *(8 grant proposals received)*	$142,356	$371,389
Capital Projects/Public Improvements (no maximum) *(5 grant proposals received)*	$1,312,192	$1,888,975
Total	**$1,312,192**	**$2,470,122**

BGC ADMINISTRATION ALLOCATION

For CDBG Administration, there were only two applications. Table 3 below shows the applicants, the amounts requested and the BGC recommendation.

Table 3: *BGC Recommended Administration Allocations*

Applicant	*Amount Requested*	*BGC Recommendation*
City; Action Plan Administration *Administration to Oversee CDBG program*	$189,808	$169,808
CAPMC – Fresno Madera Continuum of Care *Point-in-Time Count Administration*	$20,000	$20,000
Total	**$209,808.40**	**$189,808**

BGC PUBLIC SERVICES ALLOCATIONS

For CDBG Public Service, there were a total of 8 applications. The BGC followed HUD's National Objectives, along with the City's Priorities, to come up with the recommendations for Public Service. Table 4 below has a breakdown of the applicant, the amount requested and the recommendation from the BGC.

Table 4: *BGC Recommended Public Service Allocations*

Applicant	*Amount Requested*	*BGC Recommendation*
Big Brothers Big Sisters of Central California - High School Bigs Program *Youth Mentoring STEM*	$10,000	$5,000
Doors of Hope Pregnancy Care Center - Building Better Parents *Parenting Supportive Services*	$31,005	$5,000
Madera Coalition for Community Justice - Madera Youth Leaders Street Art Project *Downtown Improvement Street Art*	$33,670	$0
Madera Rescue Mission- Homeless Services Program *Homeless Prevention and Services*	$35,000	$20,356
O.L.I.V.E. Charitable Organization - O.L.I.V.E. Safe House *Temporary Victim Housing*	$39,464	$39,000
Pequeños Empresarios Inc. - Virtual Program *Child Entrepreneurship Education*	$44,900	$0
Madera Coalition for Community Justice - Madera Rental *Assistance Program Non-COVID-19 Eviction Prevention*	$77,300	$38,000
City of Madera, Parks & Community Services – Madera Senior Nutrition & Recreation Programs *Senior Wellness, Meals and Recreation*	$100,000	$35,000
Total	**$371,339**	**$142,356**

CAPITAL PROJECTS/PUBLIC IMPROVEMENTS

For CDBG Capital Projects/Public Improvements, there were a total of 5 applications. This category had the highest amount of funding available in over 10 years. Table 5 below has the Capital Projects/Public Improvements applicants, their requested amount and the BGC recommendation.

Table 5: *BGC Recommended Capital Projects/Public Improvements Allocations*		
Applicant	*Amount Requested*	*BGC Recommendation*
James Mekalian- James Mekalian DBA La Madera Accessible Living Studios *Building Rehabilitation to Provide Affordable Housing*	$150,000	$60,000
CAPMC- CDBG 2021-2022 Housing Stabilization Program *Rapid Rehousing*	$400,000	$345,027
Habitat for Humanity Greater Fresno Area - City of Madera Exterior Paint Grant Program *Exterior Painting Revitalization*	$409,100	$75,000
City; Parks & Community Services - McNally Park Rehabilitation *McNally Park Revitalization and Improvements*	$429,875	$0
City; Public Works Department *Sidewalk and ADA Corner Ramp Improvements*	$500,000	$500,000
Total	**$1,888,975**	**$980,027**

A 30-day public review and comment period will begin on June 17, 2021, should tentative allocations be approved during this Council meeting. All interested parties are invited to provide written comments for the City, to consider before Council makes final allocations. The public review and comment period will expire July 16, 2021 at 5 pm. This item has been tentatively scheduled for Council consideration at its July 21, 2021 meeting.

FINANCIAL IMPACT:

The City will be administering the 2021-2022 grant with the requested administration funding. If the City is not awarded the administration request from the CDBG 2021-2022 Action Plan, the administration expenses may impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The HUD CDBG program supports the Vision Madera 2025 Plan as follows:

- *Strategy 136:*
  - Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.
- *Strategy 407:*
  - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- *Strategy 337:*
  - Develop programs for Maderans of all ages with an emphasis on youth and senior activities.
- *Strategy 121.1:*
  - Add facilities and amenities for the public.

ALTERNATIVES:

As an alternative to the BGC's recommendations, the Council may:

1. Reject the BGC's allocations.
2. Adjust the BGC's allocations.
3. Develop new allocations.

ATTACHMENTS:

1. CDBG 2021-2022 Action Plan Grant Funding Applications
    - **Public Service Applicants**
        1. Big Brothers Big Sisters of Central California
        2. Doors of Hope Pregnancy Care Center
        3. Madera Coalition for Community Justice (MYLSA)
        4. Madera Rescue Mission
        5. O.L.I.V.E Charitable Organization
    - **Administration Applicants**
        6. Pequeños Empresarios
        7. Madera Coalition for Community Justice (MRA)
    - **Capital Project/Public Improvements Applicants**
        8. City of Madera, Parks & Community Services (Madera Seniors)
        9. Community Action Partnership of Madera County, Inc (Administration)
        10. City of Madera (Administration)
        11. James Mekalian (La Madera)
        12. Community Action Partnership of Madera County (Housing)
        13. Habitat for Humanity Greater Fresno Area
        14. City of Madera, Parks & Community Services (McNally Park)
        15. City of Madera, Public Works Department (Sidewalk repair)

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: **Big Brothers Big Sisters of Central California**
Physical Address: Headquarters: **4047 N Fresno Street | Fresno, CA 93726** Local: **2300 W Industrial Avenue | Madera, CA 93637**
Mailing Address: Headquarters: **4047 N Fresno Street | Fresno, CA 93726**
Program Name: **High School Bigs Program**
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: **Tax ID Number: 94-1668376**
Grant Administrator (Principal contact) First & Last Name and Title: **Zenia Brizendine** | Program Manager + **Elizabeth Smith** | Operations Manager Telephone Number and Email Address: (559)268-2447 | zbrizendine@bigs.org | esmith@bigs.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: **Nidia Vargas | Program Coordinator** Telephone Number and Email Address: (559)268-2447 | nvargas@bigs.org
Amount Requested: **$ 10,000.00**

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☒ Font: 12 point ☒ Paper: 8 1/2 x 11 ☒ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☒ One-inch top, bottom, left and right margins ☒ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☒ No dividers	☒ Grant Application Coversheet
	☒ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☒ Program/Project Timeline
	☒ Budget Table
	☒ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☒ Marketing/Outreach Plan
	☒ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☒ References

Submittal Options

1) Email to: aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.

✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)
Big Brothers Big Sisters of Central California (BBBSCC) is applying for funding for a High School Bigs STEM Program. The program will be a variation of the traditional High School Bigs (HSB) program model previously implemented at three MUSD sites for over 15 years. The program provides youth in the community an opportunity to reach their full potential; BBBSCC works with youth considered at-risk to address the following community deficits: truancy, academics and social/ emotional development of youth. As part of our mission, the program provides youth with a positive role model in order to support positive choices and actions in life.
The High School Bigs Program is an opportunity for youth to mentor younger youth in their own community. Students meet once a week for 90 minutes at the designated site and participate in a wide range of activities. BBBSCC staff coordinates and supervises all match meetings and spend time providing match support and guidance to the matches, made up of one high school volunteer (Big) and one elementary school-aged mentee (Little). During the 90 minutes they spend together, Bigs and Littles bond by playing board games, engaging in sports, drawing, talking and learning through hands-on STEM activities. These mediums empower Littles to develop personal, intellectual and social skills. Most recent research finds this program to be as effective in bringing attitudinal changes as our community-based program where volunteers are adults (18 years +) from the community.
The proposed STEM program will meet every two weeks at rented or donated space within the City of Madera, contingent on the type of activity that will be featured during each meeting. Meetings will be supervised by three or more BBBSCC employees whom are professionally trained match support specialists.
According to www.mentoring.org, young adults who were at-risk for falling off track but had a mentor are 55% more likely to enroll in college, 78% more likely to volunteer regularly, 90% interested in becoming a mentor, 130% more likely to hold leadership positions. (https://www.mentoring.org/why-mentoring/mentoring-impact/)

EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
The only program serving youth in the City of Madera with professionally supported one-to-one mentoring relationships is Big Brothers Big Sisters of Central California.

Explain how your program supplements or complements existing services without duplicating them.
Big Brothers Big Sisters of Central California partners with the youth's support team including parents/ guardians, teachers, counselors, social workers, mental/ behavioral health professional, Big (mentors) and more to collectively support our youth and help them achieve success. Furthermore, on a professional basis, BBBSCC collaborates with Madera Department of Social Services among other community agencies to refer children the program for services.

BBBSCC requirements for enrollment are that a youth meet two of the following criteria: 1. Eligible for free/ reduced lunch; 2. Come from a non-traditional household; 3. Have a parent or loved one with a history of incarceration OR be referred by school/ social worker for social/ emotional reasons. Based on BBBSCC criteria for enrollment, BBBSCC takes referrals from Madera County Department of Social Services, Madera Unified School District and mental/ behavioral health specialists. BBBSCC operates a very unique program, backed by data and a history of over 100 years; Neither of the professional entities listed have a program like that of BBBSCC, however the program compliments and supplements the gap in services not offered through other entities.

Additionally, elementary school students are not the only youth that benefit from being a part of the program. BBBSCC counts with the support of a foundation of a generous individual who annually donates scholarships to High School Bigs (mentors) who are a part of the program. Since 2014, mentors who were students at Madera High School and Madera South High School have been awarded over $35,000.00 in scholarship to further their education.

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

BBBSCC falls under the umbrella of the Big Brothers Big Sisters of America Federation. As such, BBBSCC uses tools developed, produced and analyzed by Big Brothers Big Sisters of America. Through the Youth Outcomes Survey (YOS), the following areas are analyzed and monitored: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system. A copy of the Youth Outcomes Survey (YOS) is attached.

Which National Objective does your program meet?

BBBSCC's HSB Program aligns with National Objective #1: Benefit to low and moderate-income persons or households. This program aligns with crime prevention, social services and contribution to educational success of youth.

Which measurable objectives does your program meet?

BBBSCC measures a youth's social-emotional growth in the following areas: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system.

How will your program meet its goals in one year?

The aforementioned objectives are measured on an annual basis by Big Brothers Big Sisters of America and/or BBBSCC. By forming a partnership with the youth's advocates, parent and Big, all parties work collectively to help youth achieve success. Data from the surveys is analyzed and compared from a baseline to the match's first anniversary and every anniversary thereafter.

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

Historically, the High School Bigs Program has been funded in its entirety by Madera Unified School District (MUSD). However, BBBSCC has found it in the best interest of our clients to modify the program meetings and curriculum to offer the program to the entire City of Madera in comparison to only three school sites in previous years. BBBSCC is confident that making minor pivots in the implementation of the program will broaden the agency's reach in serving more youth, raising awareness of the power of mentoring and empowering youth.
The agency respectfully requests that the City of Madera sponsors $10,000.00 for the success of this program. Program meetings will happen bi-weekly either in person or through an online platform such as, but not limited to Zoom and Skype and will consist of STEM learning kits and module supplies, facility rental when appropriate and other costs directly associated with operating the program in the City of Madera. While $10,000.00 will not cover the entire cost of the program, BBBSCC is committed to seeking sponsorship or donations from public and private entities alike. At the present time, private or additional funding has not been secured, however this will not be a limiting factor; BBBSCC leadership believes that serving the youth of Madera is paramount, especially during these unprecedented times. In the unlikely case that not sponsorship or donations are raised to cover the expense of operating the High School Bigs STEM Program in Madera, agency leadership will seek approval from the Board of Directors to make up the difference using BBBSCC's general fund.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
Agency leadership is committed to offsetting the cost of the program with funds raised through sponsorship and donations from public and private entities. The agency and its leadership have the discretion to assign unrestricted funds to this cause and will consider all viable options such as fundraising, solicitations and donations.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
Due to unforeseen circumstances that have hindered the successful operations of the traditional High School Bigs Program, BBBSCC has maintained an open line of communication with parents, Bigs and Littles previously enrolled in the program; Parents are constantly reaching out to BBBSCC staff seeking an update on the program to serve their youth. With this in mind, it was fitting to reach out to the same parents that continue to be involved and rally their support for the application of this grant.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
While Big Brothers Big Sisters of Central California serves children outside of the Madera city limits, those programs are funded through their own sources. Two examples are Oakhurst High School Bigs Program, funded by Bryant's True Value Home Center and Chowchilla High School Bigs funded through Chowchilla Elementary School District and Chowchilla Union High School District. The funds requested herein are specifically to serve youth residing within city limits; However, BBBSCC will not turn a child away due to living outside the city limits – the agency will make every effort to serve a youth to the best of their capacity, or if appropriate, refer youth

to a partnering agency to ensure that the youth's needs are met.

When there is an overflow of clients, how is it determined whom to serve?
Big Brothers Big Sisters of Central California is committed to serving youth who are interested in being a part of the program. By pivoting the direction of the program and meetings, the agency will make the program and services available to more youth than ever before; the only limitations the agency foresees is a need for more mentors. In the event that is the case, youth will follow the enrollment process and be placed on a waitlist. Youth who are on the waitlist will be included in program meetings and will be afforded the option/ opportunity to be enrolled in the Community Based or Lunch Buddies Program, working with adult volunteers.
BBBSCC is honored to operate three separate programs, all benefiting the youth of Madera.

Discuss your program's/project's successes.
For over 15 years, BBBSCC and its dedicated team of staff have served thousands of youth participating in the High School Bigs Programs. One heartwarming and success story that stands firm in Madera has its beginning in 2010. A 10-year-old female child (Little) was matched with her mentor (Big) for 3 years, until her Big's graduation from Madera South High School in 2012. Big Sister continued to mentor her Little while simultaneously pursing higher education; Big was was hired as a teacher's assistant with BBBSCC in 2016. The match eventually closed, but the two remained in contact that was approved by Little's parent/ guardian. The program made such an impact on Little Sister, that as soon as she became a freshman, she signed up to be a mentor herself; She went from being a Little in the program for many years to giving back to her community and mentoring a young child herself. The mentor continues to keep in touch with her former Little, has committed to mentoring a second Little, and is in the final stages of completing her teaching credential at California State University, Fresno.
Throughout the years, our dedicated team of staff has witnessed the youth we serve grow and evolve into the best version of themselves. Many Littles have returned to the program to become Bigs; Bigs have returned as college Bigs and/ or hometown success stories. From many parent accounts, BBBSCC has received feedback about their youth's positive experience and growth in the program.
Most importantly, through their participation in the program and the support provided by a professional trained match support specialist, youth are given hope, empowerment and the ability to see their own potential; these key ingredients have the power to ignite the power and promise of youth.

Discuss your program's/project's past performance (2015 to 2020).
Through the Youth Outcomes Survey (YOS), the project has seen the youth in the program continuously improve in the following areas: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system.
During the 2018-19 school year, the High School Bigs Program was not operating at any MUSD site, however BBBSCC continued to hold monthly meetings, the Annual Holiday Party and match support for our clients. During the 2019-20 school year, a number of issues impeded the successful implementation of the program as prescribed, including the timeline to begin program meetings and the COVID-19 pandemic. As we enter into a new fiscal year, we are starting to see the effects of COVID-19 subside; the agency is cautiously optimistic about returning to in-person meetings

and will continue to follow CDC guidelines and have a back-up plan to continue to serve youth and deliver a high-caliber program. Through it all, our team continues to provide match support and resources to the families in our program. Child safety and quality service-delivery remain at the forefront of our priorities.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

The concept of the program remains the same, however each year a number of Bigs and Littes move on from the program for a number of reasons including but not limited to: promotion to 7th grade, graduate from high school, relocation, etc. At the start of each school year, reasonable effort is made to have visibility on school campuses to recruit volunteers and clients. The quantitative goal of the program is to serve a minimum of 40; 20 Bigs and 20 Littes.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	200+	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	40	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X*
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

*low income is an assumed benefit, since clients typically qualify for free/ reduced lunch

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		20	20					
GENDER	Female	25						
	Male	15						
FEMALE HEAD	90%							

Ethnic Categories*	No.
Hispanic or Latino	90%
Not-Hispanic or Latino	10%
Racial Categories*	
American Indian or Alaska Native	
Asian	
Black or African American	5%
Native Hawaiian or Other Pacific Islander	
White	95%
Other	

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

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

FY 2021-22 CDBG PROJECT

AGENCY: Big Brothers Big Sisters of Central California

PROJECT NAME: High School Bigs Program

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$9,000
Postage	$300
Consultant Services	
Maintenance/ Repair	
Publications/ Printing	$200
Transportation/ Travel Required for Business	$500
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	
Telephone	
Other Expenses (specify)	

CIP REQUESTS ONLY:

Lead-based paint assessment/ abatement	
Construction/ Renovation	
Consultant/ Professional Services	
Construction Management	
Other Expenses (specify)	

TOTAL CDBG PROJECT BUDGET **$10,000**

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
   Attached please find a letter from Veronica, a parent whose children have been in the program for a number of years. Veronica embodies a parent-partner and is equally committed to helping her children achieve success in life.

2. Note complaints that have been received, etc.
   BBBSCC is not aware of any complaints made against the agency.

3. Evidence of collaboration with other agencies within the community.
   BBBSCC works closely with Madera Co. Department of Social Services (DSS), Madera Co. Probation, Madera Co. Food Bank and Madera County Community Corrections Partnership (CCP), in addition to service groups such as: Madera Rotary, Madera Sunrise Rotary, Tobacco Coalition, Community Action Partnership of Madera Co.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.)

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Tom Wheeler	Madera Co. Supervisor	Madera Co. Board of Supervisors	(559) 675-7700	supervisortomwheeler@yahoo.com
Ryan McWherter	Executive Director	Madera Co. Food Bank	(559) 674-1482	rmcwherter.maderafoodbank@gmail.com
Tricia Kingsley	Customer Service Associate I	JBT Food Tech	(559) 661-3200	tricia.kingsley@jbtc.com

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? The agency's board of directors meet once a month.

What was the average number of Board members attending meetings last year? Average of 8

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

The bylaws do not set a limit Minimum The bylaws do not set a limit Maximum

Please provide the following information:

Date of Incorporation: October 14, 1968

IRS Employer Number: 94-1668376

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom?

The agency's financial records are audited annually by Horg & Gray, CPA.

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Big Brothers Big Sisters of Central California do hereby resolve that on May 28 2021, the Executive Board reviewed this application and, due to the COVID-19 pandemic is not able to meet in person. However, the Executive Board approved this application via email for submission to the City of Madera.

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

Dated: May 28, 2021

AGENCY NAME: Big Brothers Big Sisters of Central California

ADDRESS: 4047 N Fresno St, Fresno, CA 93726 | 2300 W Industrial Ave, Madera, CA 93637

TELEPHONE: (559)268-2447

Email Address esmith@bigs.org

By: William Hicks
President of the Board of Directors

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

By: _____ _____
Executive Director

RETURN THE APPLICATION BY EMAIL OR CALL THE GRANTS DEPARTMENT TO SCHEDULE DROPPING OFF A HARD COPY.

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

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President of the Board of Directors

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CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: **Doors Of Hope Pregnancy Care Center**
Physical Address: **500 E. Almond Ave, #5A, Madera CA 93637**
Mailing Address: **PO Box 515, Madera CA 93639**
Program Name: **Building Better Parents**
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: **42-1593588**
Grant Administrator (Principal contact) First N & Last Name and Title **Linda Garner, Founder/Director** Telephone Number and Email Address: **(559) 662-8629** **doorsofhopemadera@sbcglobal.net**
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: **Deborah Holiday, Client Services Dir.** Telephone Number and Email Address: **(559) 662-8629** **doorsofhopemadera@sbcglobal.net**
Amount Requested: $ ___**31,005.00**_____

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

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Submittal Option

1) Email to:
aestrada@madera.gov

CITY CDBG CONTACT: aestrada@madera.gov
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Queston No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
Total		

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

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Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

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- Address one or more of the Target Services; and/or
- **Continue services recognized by the community as essential.**

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- All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:

Doors Of Hope has served the families of Madera since 2003. Offering free & confidential services to those who are unable to pay for classes. Or travel to another city where required services are offered and pay the cost of class.

EXISTING SERVICES:

Other agencies providing services; Madera Action Committee – offers group classes only, MUST be referred or have a child in Head Start program, County pays for fees – First 5 Madera County, offers group parenting support and activities to parents with child(s) 0-5 only.

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

Doors Of Hope serves any member of the community free of charge; women, men, single parents/divorced or married couples. Doors Of Hope is the only agency offering Co-Parenting classes for separated/divorced parents, providing skills on how to communicate between parents, ending the conflict, learning to put the children first. Other services listed below; Anger Management, Fatherhood and Marriage Counseling ACE Counseling are not offered by other local agencies.

Services offered include but not limited to:

- **Practical support beginning with pregnancy tests, prenatal education, parenting classes for parents(s) of children 0-17**
- **Emotional support and spiritual growth by caring compassionated peer counselors**
- **Practical Fatherhood classes, Marriage Counseling and Anger Management classes**
- **Abstinence/STIs Education for teens and young adults.**
- **Peer Counseling/mentoring and ACE sessions led by Certified Instructors**
- **All classes are provided on a one-on-one bases, no group to join**
- **Most classes in English and Spanish languages.**

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

Each client is required to complete a detail request for services form, showing personal information and his/her needs(s) and is followed up with weekly notes and exist form showing progress, understanding of material and counseling sessions. All information is transferred to online data program for weekly, monthly and annual statistical reporting. **See Attachments**

Which National Objective does your program meet?

Public Services / Continue services recognized by the community as essential.

Which measurable objectives does your program meet?

Doors Of Hope:

- **Increase in client numbers attending weekly classes and receiving certificates of completion**
- **Increase in mandated clients completing classes**

How will your program meet its goals in one year?

Doors of Hope will reach our goals by providing:

- **Providing additional bilingual staff members from two days a week to 4 days, to meet the increase in Spanish speaking clients.**
- **Increase male volunteer advocates to meet the needs of male clients for Fatherhood program.**

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. **NO**

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

Doors Of Hope is supported by the generous gift/donation from individuals, congregations and businesses within our community and several supporters from as far away as New York, Nevada, Florida and Oregon. Our annual "Change For Babies" fundraiser (which was postponed due to Covid-19 in 2020), is in progress for 2021. We project funds of $8,000+ for 2021.

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

Doors Of Hope placed an online "survey" request on facebook, asking for comments from current and past clients, supporters and community members. A Personal Comment form was shared with current clients as they attended their weekly class. Received email survey comments, exit form comments, community supporter comments and letters. See attachments.

These responses show that Doors Of Hope is a valuable asset to Madera, offering the services and resources needed by many within our community and allowing others to not only help monetarily but with the many gifts of infant/toddler items for moms and dads in need.

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

Doors of Hope serves all who come to us from within the city and county. Regular monthly donations from supporters are used for all clients.

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

Doors Of Hope makes every effort to serve all that come to the Center. Clients are encouraged to make an appointment but walk-ins and emergencies are worked into the day's schedule if at all possible.

Discuss your program's/project's successes.

Doors Of Hope successes for 2020 include but not limited to:

- **Increase in mandated client who complete required classes from 44 to 115 receiving their certificates of completion.**
- **Serving 202 households with 71,976 diapers for 214 children 0-5 (number of visits for class / diapers 2189)**
- **New staff full-time bilingual advocate (4 days per week)**

Discuss your program's/project's past performance (2015 to 2020).

Year	#Clients	#Visits/Class	#New Clients	#Female Clients	#Male Clients	#Diapers Distributed
2015	382	1822	211	329	53	n/a
2016	413	2385	247	321	92	n/a
2017	468	2873	306	336	132	n/a
2018	360	2176	201	265	94	n/a
2019	415	2544	257	291	122	78,282
2020	**471**	**3588**	**130**	**401**	**70**	71,976 *
1/1 to 5/20 2021						84,098

- ***NOTE: Due to Covid-19 restrictions, we still distributed diapers to clients, we began giving them a month's supply to keep personal contact to a minimum.**

- **Steady increase in client's participation, both voluntarily and mandated by Family Court Services and other agencies.**
- **Seeing more clients continue they participation in classes after completion of first class; parenting to anger management or from prenatal/child development to Strengthening Families for older child(s)….**

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

Doors Of Hope strives to implement new services/programs that will serve the needs of our clients.

- **Staff and volunteers are ask to participate in online training, reading training material and seek certification in parenting educator programs to will better serve our clients.**
- **Search for educational curriculum especially in Spanish.**
- **Increase in number of clients served.**

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	715	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	273	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		3	6	81	183			
GENDER	Female	205						
	Male	68						
FEMALE HEAD	55							

Ethnic Categories*	No.
Hispanic or Latino	210
Not-Hispanic or Latino	63
Racial Categories*	
American Indian or Alaska Native	2
Asian	1
Black or African American	2
Native Hawaiian or Other Pacific Islander	1
White	52
Other	5

Information for the above was gathered from the American Community Survey at Census.gov, data.census.gov/cedsci/=Madera city, usa.com.

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and

FY 2021-22 CDBG PROJECT

AGENCY: _____Doors Of Hope (Parenting) Pregnancy Care Center_____
PROJECT NAME: ____Building Better Parents_____

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$4,000.00
Supplies	$1,200.00
Postage	$1,000.00
Consultant Services	$2,000.00
Maintenance/Repair	$750.00
Publications/Printing	$600.00
Transportation/Travel Required for Business	$1,000.00
Rent (portion allocated to this program)	$9,600.00
Equipment Rental	-0-
Insurance	$2,200.00
Utilities	$1,800.00
Telephone	$1,440.00
Other Expenses (Specify):	$5,415.00

Storage $2,400.00
Website $115.00
Support Contract $900.00
Client Exp. (classroom materials/programs) $2,000.00
Total of Other Expenses: $5,415.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	_____
Construction/Renovation	_____
Consultant/Professional Services Construction Management Other	_____
Expenses (Specify):	_____
	_____

TOTAL CDBG PROJECT BUDGET: $31,005.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

   Doors Of Hope placed a survey page on facebook, asking for input from current and former clients and supporters. All clients complete an evaluation form after first and last class/visit. See attachments.

2. Note complaints that have been received, etc. NONE

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

Doors Of Hope has worked with the following agencies on various programs: Madera Cty Health Depart/Baby Box Program, "Cribs for Kids" Program – Central California Food Bank/Clean & Healthy Diaper Program 2019-2021 (distributing 231,702 diapers) - Madera Food Bank/distributing baby food and formula and diapers - LOVE INC/helping parents with diapers/baby formula and clothing. - Referring clients to Celebrate Recovery Programs for additional help.

4. Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

Clients complete an intake form which ask for current income for household. Information is placed in data software system for reporting. Currently 58% of client are below the poverty line. Past reports have shown higher numbers.

Staff Experience/Knowledge/Education

Senior Management Staff / Personnel

Linda Garner Founder-Executive Director
Experience:
Church Administrator 1993 – 2007
Client Advocate
Certified Pastoral Counselor
ACE Certified Instructor
Licensed Christian Worker

Deborah Holiday Client Services Director
Client Advocate
Certified Anger Management Specialist 1,
Certified Pastoral Counselor
ACE Certified Instructor,
Certified Parent Instructor
Licensed Christian Worker

All volunteers serve one (1) day per week and have received 22 hours of training and continued education during their year of service.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? _____**3 times annually**_____

What was the average number of Board members attending meetings last year? ____**4**_____

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

____**3**__ Minimum ____**5**____ Maximum

Please provide the following information:

Date of Incorporation: _____**May 21, 2003** _____ #2537790_____

IRS Employer Number: _____**42-1593588**_____

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation. **See attachment**

How often are financial records audited, and by whom? ___**N/A**_____

Are the treasurer and/or other financial officers bonded? ___**NO**___

If so, for how much? _____**-0-**_____

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

_____**-0-**_____

List any outstanding obligations:

_____**-0-**_____

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Doors Of Hope Pregnancy Care Center do hereby resolve that on 5/24, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: 5/24/, 2021

AGENCY NAME: Doors Of Hope Pregnancy Care Center

ADDRESS: **500 E. Almond Ave, Suite 5A, Madera CA 93637**

TELEPHONE: 559-662-8629

Email Address doorsofhopemadera@sbcglobal.net

By: _____
Linda Garner, President of the Board of Directors

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

By: Linda Garner Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

Doors Of Hope Pregnancy Care Center

Mission Statement:

The mission of Doors Of Hope Pregnancy Care Center is to share the Gospel of Jesus Christ by offering practical, emotional, and spiritual support to women, me and children who are facing an unplanned pregnancy, abortion related concerns, or parenting issue, including but not limited to, the provision of free pregnancy tests, peer counseling and mentoring parenting and co-parenting classes, anger management counseling, information regarding abortion risks and other related programs and services.

"Offering Biblical hope with practical helps"

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 21 2008

Employer Identification Number:
42-1593588
DLN:
17053033711098
Contact Person:
MICHELLE A GLUTZ ID# 31213
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

DOORS OF HOPE PREGNANCY CARE CENTER
C/O LINDA GARNER
PO BOX 515
MADERA, CA 93639-0000

Dear Applicant:

Our letter dated July 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Robert Choi

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

○ Was your experience working with this agency successful? ○ Have you seen at least one very successful project developed by this organization/agency? ○ Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Sally Moreno	District Attorney	Madera Cty District Attorney	559-675-7703	Sally.moreno@maderacounty.com
Anna Moradian	Family Court Services	Superior Court of Calif Madera	559-416-5560	Annamoradian@courts.ca.gov
Sylvia Stratford	PHN2/RN Perinatal Service Coordinator	Madera County Health Department	559-675-7893	Sylvia.stratford@maderacounty.com

Additional References: (from Clients, Community Members, Supporters, Ministry Leaders)

Chaplain Jim Adair / Madera Cty. Corrections 559-645-1521 jim.adair@maderacounty.com

Pastor Tim Echevarria / The Remnant Church 559-479-1387 echevarria2964@yahoo.com

Pastor John Pursell / The Believers Church 559-661-1411 johnpursell@att.net

Barbara Thomasson / Retired / Supporter 559-232-0566

Earl Walls / Aux. Officer Fresno / Supporter 559-304-5513

Cheryl Stofle / Supporter / Past Volunteer 559-307-4971

Steve & Kim Imrie / Retired / Supporter 559-706-9059

Charlotte Chapman /Local Rancher 559-223-1463

Valley West
CHRISTIAN CENTER

Tuesday, May 25, 2021

To Whom It May Concern:

My name is Lance Leach and I am a Pastor at Valley West Christian Center in Madera California. When I started ministry in Madera, it was as a Youth Pastor. It was September 1, 1991, and I was excited and ready for anything! One of the very first things I was able to attend was a banquet for this new ministry called Doors of Hope. It was at a local church in town and as I was re-acquainting myself with many in the community, I met Linda Garner as she began to share her passion for this ministry.

It is 30 years later and Linda and I are still in Madera and still serving those that God has called us to serve. It has been a true blessing to work alongside Linda and Doors of Hope for these 30 years. Their mission is simple; to help people recognize the importance of life and to recognize the voice of the unborn. For 30 years, this ministry has helped usher thousands of lives into our community, lives that today are beginning their own families.

These families are caught in a crisis and often without a stable relationship in their lives to give them advice, support and direction. Doors of Hope has crossed many barriers over the years; volunteerism, finances, languages, politics and legislation. They have never given up, backed down nor "taken a break." They cannot take a break, because the unborn need a voice and cannot afford for those who represent them to take time off.

Doors of Hope, Linda and her staff are extremely well thought of in Madera. They look to help other community organizations and participate in community building events. They are a serving, loving, non-judgmental essential part of the community here. They breathe life into the very mouth of death. They turn mourning into dancing! They bring hope to the hopeless. We, along with many other churches in Madera, do a lot to make sure this knowledgeable service is available for the people of our community. Apart from Doors of Hope, we would only be able to accomplish a small percentage of what they have learned and been entrusted to deliver to people in their desperate hour of need.

Any help that your organization can give Doors of Hope would be extremely appreciated by myself, our congregation and the community of Madera. Thank you for your time and if I can be of any other assistance, please feel free to call me at (559) 674-8922 or email me at l.leach@maderavwcc.com.

Sincerely,

Lance Leach
Pastor VWC

Roger D. Leach, Senior Pastor
101 West Adell Street, Madera, California 93638 • Office (559) 674-8922 • Fax (559) 674-8955
www.maderavwcc.com

Survey for DOH

From: linda@lindagarner.me

To: doorsofhopemadera@sbcglobal.net

Date: Wednesday, May 26, 2021, 11:09 AM PDT

-------- Original Message --------
Subject:
From: +15592329129@myboostmobile.com
Date: Wed, May 26, 2021 11:02 am
To: linda@lindagarner.me

To whom it may concern,

I have been acquainted with Doors of Hope Center from its inception. I have observed it develop from small beginnings to become a greatly effective asset to the Madera community.

Family counseling, the providing a practical items such as clothing for babies, diapers etc. They have served our community well. Many families have been helped that might have fallen through the cracks otherwise.

I fully endorse their work and believe they are worthy of any assistance that can be afforded their mission to help others.

Respectfully yours,

Pastor John Pursell

Survey- Brittany Gallegos

From: Brittany Gallegos (brittany23_renee@yahoo.com)

To: doorsofhopemadera@sbcglobal.net

Date: Thursday, May 13, 2021, 8:59 PM PDT

Hello, I am a current client. Yes I received the help I needed. I was homeless at the time with 2 children and I was in need of diapers, prayer, and support. I received just that and more from this agency! They supplied me with baby wipes, hand sanitizer, face masks, and antibacterial wipes. So handy in these difficult times! I was most definitely treated with respect. Yes I received resources for my children. I learned about how to deal with their temper tantrums and some techniques to help with it. I am so grateful for Doors of Hope, truly a blessing from God. Thank you and may God's blessing continue to pour out on you all!!

Attachments: **Letters, Comment Forms and copies of Exit Forms from Community members, current and former clients.**

Due to Confidentiality rules:

Names on some forms have been blacked out.

2021-2022 Request

Client's Personal Comments

Please share any comments regarding Doors Of Hope and it's services.

Examples: Was class beneficial? Personal thoughts regarding class material. Were you treated with respect? Was staff helpful? Would you refer others to Doors Of Hope?

Name: Clement [redacted] Date: 5.19.21

Comments: I started here at Doors of hope, on 3-8-21. I didn't Relize how great this program is, I mean the very first time i came through the doors i was treated with respect, the staff was very helpful in every way. But the Biggest thing that stood out for me was that everything that was Being thought was Based on the Word of God, that mean's so much to me. Also the Material is Realy Good and very helpful in What i need help in. I took a Anger Management Class at Margery Mason Center about 2-3 years ago. let me tell you the way i walked in is the way i Walked out i learned nothing from that Class it was a waist of 300 dollors. So with that Being said i will refer Door's of hope to anyone who truly is looking for Change in there life.

2021-2022 Request

Client's Personal Comments

Please share any comments regarding Doors Of Hope and it's services.

Examples: Was class beneficial? Personal thoughts regarding class material. Were you treated with respect? Was staff helpful? Would you refer others to Doors Of Hope?

Name: Tisha [redacted] Date: 5/20/21

Comments:

The Staff at Doors of Hope were not only respectful but extremely helpful. I came to them for help at one of lowest times in my life. They were very Knowledgable and taught me practical strategies to use in my life. The best part was that these strategies were taught along side of my beliefs. I felt very comfortable and was able to discuss personal issues with cofidence that it was cofidential. I would reccomend Doors of Hope to anyone who is strugg-ling with divorce or coparenting. I actually have to my brother and good friend who are strugg ling with divorce and co-parenting.

2021-2022 Request

Client's Personal Comments

Please share any comments regarding Doors Of Hope and it's services.

Examples: Was class beneficial? Personal thoughts regarding class material. Were you treated with respect? Was staff helpful? Would you refer others to Doors Of Hope?

Name: Allisson [redacted] Date: 5/20/21

Comments:

Doors of Hope has been such a blessing to me and my children. They have helped me in many ways financially, emotionally, and with the classes the offer they have educated me. During the time they offered diapers was very much a God sent because financially I was in the roughest point in my life, it released such a huge weight on my shoulders knowing my Children would have the necessities a child needs. I would say it was a hand up because they provided diapers to parents in need but they also offered classes for parents and they have a wide variety of material so it helped me on my parenting skills, and what to expect out of my children and so on. The knowledge I've gained has helped create a happy home for my kids and especially the diapers has made me feel the spirit of christmas many times throughout a year. I cant express how grateful I am.

Client:#_____
__/__/__ ID Copy ☐
Advocate: _____

SERVICES EVALUATION FORM

Doors of Hope Center

Please take a moment to help Doors of Hope Center enhance its services to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name / Nombre: Stephanie [redacted]

Circle One / Circulo Uno

1. Did your Client Advocate seem interested and sensitive to you and your needs? *¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?* Comment regarding Advocate: Always very interested, helpful, & listened well.	**Yes/Sí**	**No**
2. Were the Center's services helpful to you? *¿Fueron los servicios del centro útil?* Comments/suggestion on how we can improve services: Educational & valuable	**Yes/Sí**	**No**
3. Were you provided information and/or materials regarding your needs or situation? *¿Se le dio información y materiales sobre sus necesidades o situación?* Comment/Suggestions: Given extra books or even printed chapters that pertained to issues we discussed	**Yes/Sí**	**No**
4. Did you feel free to talk about personal issues? *¿Se sintió libre para hablar de asuntos personales?*	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: *Comentarios, sugerencias o peticiones:*

Appreciated them so much

Client's Signature: L. [redacted] Date 7-8-20

Advocate D.H & J.R Dates 7-8-20

Client:#_____
___/___/___ ID Copy ☐
Advocate: _____

SERVICES EVALUATION FORM

Doors of Hope Center

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Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name [redacted]
Nombre

	Circle One Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? *¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?* Comment regarding Advocate: Advocates were very helpful with my needs/concerns.	**Yes/Sí**	**No**
2. Were the Center's services helpful to you? *¿Fueron los servicios del centro útil?* Comments/suggestion on how we can improve services: Keep up the good work, no need to improve	**Yes/Sí**	**No**
3. Were you provided information and/or materials regarding your needs or situation? *¿Se le dio información y materiales sobre sus necesidades o situación?* Comment/Suggestions: None	**Yes/Sí**	**No**
4. Did you feel free to talk about personal issues? *¿Se sintió libre para hablar de asuntos personales?*	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: *Comentarios, sugerencias o peticiones:*
Thank you for all your help. Please continue to to pray for my friends, coworkers and family.

Client's Signature: [redacted] Date 10/26/20

Advocate [redacted] Dates 10/26/20

Client:#_____
__/__/__ ID Copy ☐
Advocate: _____

SERVICES EVALUATION FORM

Doors of Hope Center

Please take a moment to help Doors of Hope Center enhance its services to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name [redacted]
Nombre

	Circle One Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? *¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?* Comment regarding Advocate: Always very interested, helpful, & listened well.	**Yes/Sí**	**No**
2. Were the Center's services helpful to you? *¿Fueron los servicios del centro útil?* Comments/suggestion on how we can improve services: Educational & valuable	**Yes/Sí**	**No**
3. Were you provided information and/or materials regarding your needs or situation? *¿Se le dio información y materiales sobre sus necesidades o situación?* Comment/Suggestions: Given extra books or even printed chapters that pertained to issues we discussed	**Yes/Sí**	**No**
4. Did you feel free to talk about personal issues? *¿Se sintió libre para hablar de asuntos personales?*	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: *Comentarios, sugerencias o peticiones:*

Appreciated them so much

Client's Signature: [redacted] Date 7-8-20

Advocate_____ Dates _____

SERVICES EVALUATION FORM

Advocate: _____

Doors of Hope Center

Please take a moment to help Doors of Hope Center enhance its services to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name Tisha [redacted]
Nombre

	Circle One / Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? *¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?* Comment regarding Advocate: She was very nice and helpful in everything we did.	**Yes/Sí**	**No**
2. Were the Center's services helpful to you? *¿Fueron los servicios del centro útil?* Comments/suggestion on how we can improve services:	**Yes/Sí**	**No**
3. Were you provided information and/or materials regarding your needs or situation? *¿Se le dio información y materiales sobre sus necesidades o situación?* Comment/Suggestions:	**Yes/Sí**	**No**
4. Did you feel free to talk about personal issues? *¿Se sintió libre para hablar de asuntos personales?*	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: *Comentarios, sugerencias o peticiones:*
This really helped me with my relationships and relationship with God.

Client's Signature: Tisha [redacted] Date 4/8/21

Advocate [illegible] Dates 4/8/21

We would appreciate your comments regarding your time here at Doors Of Hope and the Anger Management sessions. Thank you.

I really liked the lessons we did and I definately feel like this has helped and will continue to help in the future! Barbra was a phenominal instructor who not only listened to what I needed she also gave great advice and never made me feel bad about anything that was going on and I appreciate that! She will definately be missed and I would recomend these courses to anyone needing help!

INTAKE Form COPY **DOORS OF HOPE**

Have you previously been seen at Doors of Hope? If yes, please notify receptionist before completing form.

Name _____ **Date** _____

Services (for women & men) ☐Check if class is required by DSS/CPS or Family Court or Other

☐Parenting Classes ☐ Co-Parenting Classes ☐Anger Management Classes

☐ACE Overcomers Counseling ☐Abstinence and STI Education ☐Abortion Procedures Edu.

☐Free Self-Administered Pregnancy Test ☐Adoption Info & Referrals

☐Material Resources & Referrals ☐Personal Peer Counseling/Mentoring

How did you hear about Doors Of Hope?

☐Sign ☐Friend/Relative ☐Church ☐Government Agency ☐ Internet ☐Other _____

YOUR PERSONAL INFORMATION (please print clearly)

☐ FEMALE ☐MALE Date of Birth ____/_____/____ Current Age _____

First Name _____ Last Name _____

Phone Number (_____)_____Email _____

Street Address _____City _____,CA **Zip Code**_____

Best way to contact you? ☐Call or Text ☐Email ☐ DO NOT CONTACT ME

DEMOGRAPHIC INFORMATION (For statistical purposes only) **Please answer each question.**

ETHNIC BACKGROUND/RACE: ☐African American ☐Asian/Pacific ☐Caucasian/White
☐East Indian ☐Hispanic/Latin American ☐ Native American ☐Other _____

MARITAL STATUS: Are you <u>legally Married</u> to your partner? ☐YES ☐NO
☐In Committed Relationship ☐Single ☐Engaged ☐Separated ☐Divorced ☐Other_____

LIVING ARRANGEMENTS: I Live With: ☐My Husband/Wife ☐My Boy/Girlfriend ☐Alone
☐With My Children ☐With Parent(s) ☐Relatives ☐Group/Sober Home/Shelter ☐Homeless

EDUCATION - ARE YOU <u>CURRENTLY</u> ATTENDING SCHOOL? ☐YES ☐NO
If yes... Where? ☐Middle School ☐High School ☐College ☐Trade School

SOURCE OF INCOME: ☐NONE ☐JOB ☐Unemployment ☐TANF/SSI ☐Dependent
☐Child Support

INCOME LEVEL: ☐$0-$12,000 ☐$12, 500 - $33,450 ☐$14,350-$38,200 ☐$16,150-43,000 ☐$17,900-$47,750
☐$19,350-$51,600 ☐$20,800-$55,400 ☐$22,200-$59,250 ☐$23,650-$63,050+

HEAD OF HOUSEHOLD: ☐Myself ☐Husband ☐Wife ☐Parents ☐Other _____

TOTAL NUMBER OF CHILDREN IN HOME - How many ages 0-5:___ Total number under 18: ___

Client Signature _____ *Date*_____

COPY

Client:#_____
___/___/___ ID Copy ☐
Advocate: _____

EXIT FORM
FORMA DE SALIDA

Doors of Hope Pregnancy Resource Center

Please take a moment to help Doors of Hope Pregnancy Resource Center enhance its service to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Pregnancy Resource Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name _____
Nombre

	Circle One Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? ¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?	**Yes/Sí**	**No**
2. Were the Center's services helpful to you? ¿Fueron los servicios del centro útil?	**Yes/Sí**	**No**
3. Were you provided information and/or materials regarding your needs or situation? ¿Se le dio información y materiales sobre sus necesidades o situación?	**Yes/Sí**	**No**
4. Did you feel free to talk about personal issues? ¿Se sintió libre para hablar de asuntos personales?	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: Comentarios, sugerencias o peticiones:

Client's Signature _____ Date _____
Firma de Cliente Fecha

FOR OFFICE USE ONLY **USO DE OFICINA SOLAMENTE**

Seen by _____

On _____/_____/_____

Doors of Hope Pregnancy Resource Center
500 E. Almond Ave., Suite 5A
Madera, CA 93637

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	
Applicant Name:	Madera Coalition for Community Justice
Physical Address:	219 S. D St.
Mailing Address:	
Program Name:	Madera Youth Leaders Street Art Project
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	77-0391942
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	Lourdes Herrera Director 559-661-1879; lourdesh@maderaccj.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	Same as above
Amount Requested: $	33,670

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ■ Font: 12 point ■ Paper: 8 1/2 x 11 ■ Single-sided, no double-sided pages, single-spaced and numbered consecutively ■ One-inch top, bottom, left and right margins ■ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ■ No dividers	■ Grant Application Coversheet
	■ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	■ Program/Project Timeline
	■ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	■ References

Submittal Option

1) Email to:
aestrada@madera.gov

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

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

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

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

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

Which National Objective does your program meet? See narrative

Which measurable objectives does your program meet?

How will your program meet its goals in one year? See narrative

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

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

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

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

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

Discuss your program's/project's successes.
See narrative.

Discuss your program's/project's past performance (2015 to 2020).
See narrative.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

See narrative.

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

The Madera downtown has been in steady decline since the 80s. The older generation often harkens back to the "good old days" and stay away from the downtown referring to it derogatorily as "Little Tijuana." Despite the previous best efforts of the city's redevelopment agency, most of the downtown remain blighted. Since the pandemic, there have been more empty storefronts and fewer foot traffic. While most Maderans stay away due to the fear of crime, it is still frequented by new immigrants and farmworkers. Public art has the transformative power to build pride in the neighborhoods while expressing the world-view of community members, where they come from, what they do and how they connect to each other. More specifically, street art has the effect of bridging community values between the young and old. Furthermore, it facilitates youth engagement especially in terms of supporting them in becoming more positively involved with public space and art. In Madera, many teens are isolated – there is little in terms of program activities.

Separately, youth is an underutilized and overlooked resources. Too often, the adult world seeks to do things for them or to do things to them when they misstep. MCCJ's vision is to combine education and activism as the cornerstone of a sustainable community, in which youth live their lives consciously choosing actions that ensure a healthy quality of life. Its mission is to harness the collective vision, energy, and talent of youth and to parlay those expressions in ways that are collaborative and constructive to better the community by providing them with leadership development, educational tools and access to network of resources.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. Explain how your program supplements or complements existing services without duplicating them.

There is a dearth of youth programs in the City and the need was magnified manifold following the pandemic when youth were forced to stay at home for over a year depriving them of the very necessary social interaction that is critical to their emotional and intellectual development. Certainly, there are no art programs offered saved for limited instances of school art activities and private classes offered at the Madera Circle Art Gallery.

MCCJ projects go beyond doing the critical work in the community to bring about economic equity, social and environmental justice -- it seeks to actively engage its constituents to become a catalyst and to actively engage them in fashioning the solution. The proposed project offers a multi-faceted framework that uses the community as the forum for catalyzing new thinking, social interaction, cooperative and collaborative activities, real-life learning, and problem-solving. In that connection, it provides a context for addressing barriers in the local socio-political, environmental and educational system that circumscribe their quality of life, developmental needs and social engagement.

Madera Youth Leaders Street Art Project is creative placemaking at its best connecting community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the place they live in and allows youth to exercise transformative agency by reclaiming public space as a forum to take action for positive change. The proposed project brings arts and culture to make safe and improve the place where they live. It places youth, front and center, as "stewards" of the place and space where they live and learn. By extension, it provides links to multiple sectors of the community. The project activities will be designed by youth, planned by youth, and implemented by youth, with the support, guidance, mentoring and training provided by MCCJ staff, California Rural Legal Assistance, other local artists and experts.

It would provide a youth voice that integrates them into public life while providing a positive, supportive and active engagement in the community. It keeps them grounded and gives them a sense of place. (MYLSAP can provide a new forum for all sorts of visual and cultural art and music and other performance art where students can freely and openly learn and participate in.) At the same time, it invigorates the larger community and provides a healthy injection of creative energy that is sorely needed. From the City's perspective, the project begins to build a healthy community that revitalizes the economy of the downtown making it accessible, attractive and exciting, promotes healthy living, lowers crime and increases civic participation and political engagement.

The project seeks to establish a "public art space" in downtown Madera that will be spearhead by a cadre of youth. MYLSAP will utilize the downtown area as a canvas as it were where sanctioned spaces (buildings/alleys with owner consent) and/or structures & street furniture (e.g., bus shelters, benches, garbage receptacles, etc.), alleys, parking lots, etc. in downtown Madera will be decorated and/or display street art. For example, MCCJ at the invitation of the former Park and Recreation director created a proposed image of a wall mural for a City-owned building used by Mt. Vista High School. (The image was created jointly with students at the school but never went forward due to change of administration.) See attached image. Alternatively, they can be placed on movable walls, banners and/or created for installation at the art gallery, library, public buildings (e.g. City Hall) or MCCJ's community garden on the corner of Lake and Central. Moreover, it could be a community project at a public venue where local residents are invited to contribute their artwork to an outsized exhibit that will be publicly displayed. Ideally, this campaign will be a part of the City's revitalization of its downtown and serve as a beginning effort to create a hub -- a gathering place for youth and denizens from the eastside of town to mingle, shop, eat, transact services, etc. Moreover, it will provide a creative space for youth to engage different groups and to be recognized by a wider public audience as a place that hosts educational and cultural events and a welcoming place that promotes public discourse and the exchange of ideas. The overarching purpose is to use art as the driver that reweaves the downtown fabric, restoring it former prominence as a center of community activities. The return of foot traffic has the impact of making the downtown lively, active, attractive, safe and pedestrian friendly which in turn promotes economic activities that translate to jobs and increased property value. In that connection, future directions call for networking with the Madera County Arts Council along with Madera Unified School District to initiate an "Art Hop" that invites local youth street artists to contribute their artwork, show and tell, and provide a platform for other youth to learn and compete and offer art classes and activities.

Secondarily, MYLSAP will align with and build on the ongoing activities of the Madera Youth Leaders. Madera Coalition for Community Justice is committed to developing a generation of Madera youth who are academically high achievers, leaders and active citizens offered through its youth enrichment program, a school-year program that engage youth in a unique teaching and learning experience integrating academic study and community service. The program is based on an experiential teaching methodology called service learning that links academic curriculum to community service. This methodology allows students the opportunity to learn and develop active citizenship through experience and active participation.

Further, the project will extend and support youth's academic knowledge in the five disciplines of STEAM education (science, technology, engineering, art, and mathematics) through the substantive teaching and learning and interactive experiences of the cohort. Still further, civic education has recently become a focus of attention in California and in the nation. This project will incorporate student academic learning with adolescent development. The latter, social and emotional learning, will be an integral part of the planned activities where students

apply the knowledge, skills and values to collaborate with peers to develop and deliver a community project. MYLSAP will provide students with a learning environment and experience that are conducive to nurturing their self-awareness, self-behavior management, responsible decision-making, relationship building and civic engagement. The cohort will be seamlessly guided through a curriculum and systematic approach to work in collaboration with community partners to develop a service project(s).

TIME LINE

The program will be comprised of two core components. **The first component (months 1-3) will be the planning process and plan preparation, and the second component (months 4-12) will be the plan implementation.** Ten to fifteen youth will be recruited from the local high schools for this year-long project. (It is anticipated that each event will involve and include additional youth from the Eastside Madera.) They will meet biweekly or as frequently as needed. The youth group will be guided by the MCCJ staff coordinator to navigate the technical, political, legal and administrative considerations attending to this project. The project will begin with the hiring of a coordinator and student recruitment in the first month. These youth will be educated on a broad range of issues in order to develop a comprehensive plan that is essential to implement the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action research and mapping assessment. They will also engage in maintenance activities: leadership development, teambuilding and relationship-building opportunities with adult allies. They will have opportunities to meet with public officials and agency staff. An advisory committee may be established consisting of local stakeholders including elected officials, staff, MUSD representatives, local artists, art council personnel, etc.

In the second part of the program, the youth will begin by mapping community assets and resources, convene forums where they learn and listen to the community regarding goals, perception, problems and possibilities of public art, write letter to editor and collaborate on news story published in local and school newspapers, prepare a report of findings and recommendations, bring key stakeholders together to develop a shared vision, visit six street art sites around the state, conduct research, network with other street art communities, and consult with local and regional street art experts for technical assistance on specific art projects and promoting public art spaces. Throughout the project life, there will be opportunities for the youth to reflect and regroup. There will be time scheduled to allow them to reflect on what they've learned and impact of their experience. Program activities will be planned and coordinated in a manner that provides a continuous loop of feedback that allows staff to monitor results, effectiveness and impact.

The youth will develop an action plan with goals linked to specific actions. Each goal will be broken into specific steps assigned to specific individuals. They will establish the time frame for the planning process and implementation schedule that links budget and task responsibilities. Further, they will conduct face-to-face /meeting/workshops with stakeholders to review and research suitable sites/"targets," flesh out problems, issues and concerns, consider budget and

resource availability, develop vision for a plan, develop plan goals and objectives, generate and evaluate plan options and adopt best plan. During the course of these activities, they will collectively determine common thread issues including: site selection, display format, motifs, themes and/or cultural symbols, images and/or styled street art-writing, governance, rules of operation, and criteria for idea selection. They will also participate in developing effective communications, outreach and education tools. The youth will be involved in the day-to-day responsibility of implementing and running the project under the supervision of the staff coordinator.

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

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of goals and compliance with budget outlay.

There are important indicators that will measure successes or failures: retention rate of over 70% of participants; increase knowledge, confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 50% of members participate in college outreach; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume leadership roles in assigned activities; increased knowledge of current events and local issues in the City, increased understanding, skills, and knowledge of schools, local government, public hearing process, and budgets; enhanced confidence and skills in public speaking; understanding of leadership development; deeper appreciation of cooperation and collaboration; and attendance at least one public hearing. Separately, there will be periodic evaluations by participants and partners on the program and/or activities. These important "lessons learned" will be shared with participants, community partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by MCCJ director to the board monthly.

Which National Objective does your program meet?

- Improve the quality and access to programs and facilities for ... recreational services.

- Enhance the economic well-being of all citizens through educations and training ... .
- Enhance the quality and use of the physical infrastructure of Madera.

Which measurable objectives does your program meet?

MYLSAP aligns with the following:

1. Provide health and wellness activities for youth such as teen activity programs and community-led activities.
2. Initiate campaign to increase downtown revitalization.

Project combines the two objectives to expand opportunities to underserved youth by introducing an intersection of art and civic engagement in a planned fashion that brings people together and build relationships in the community. The artistic creativity, expressions and vision in tandem with collaboration are the building blocks to community development and downtown revitalization. The bottom line is that builds social capital through the youth activities while at the same time improve the physical infrastructure of the downtown and surrounding neighborhoods.

How will your program meet its goals in one year? What financial resources, other than City are available for this program?

Staff coordinator will vigilantly follow the action plan and activities adopted to ensure that all the goals are attained. See evaluation above.

There are no other resources sought.

Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

No.

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

There are no proposed plans for fund raising at this time. However, if opportunities arise in the future, MCCJ is committed to pursuing them.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

The pandemic really tamped things down. While it did not initiate a formal survey, through its many different projects at different venues and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made

aware of the dire need for youth activities. In its parent classes and resource centers, participants have consistently expressed concerns about the lack of youth activities. In fact, the pandemic lay bare the lack of youth activities in the City at a time when they were force to stay at home which curtailed severely curtailed social interaction with peers and collective activities.

There were no records maintained that documented this need.

When there is an overflow of clients, how is it determined whom to serve? Discuss your program's/project's successes.

The project is designed to be flexible. Every effort will be made to include as many youth as practicable. Those that are part of the core group will nevertheless be encouraged to participate in planned activities.

Discuss your program's/project's past performance (2015 to 2020).

MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; 6) Proposed mural at Mt. Vista High School and 7) "We Are One" mural exhibit currently installed at the Circle Art Gallery (https://www.youtube.com/watch?v=Pk5vSqwUXto). See photo attachments of the aforementioned.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

Records will be kept of all participants and running summary of activities/services undertaken.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	75	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	75	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		5	50	20				
GENDER	Female	45						
	Male	30						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	60
Not-Hispanic or Latino	15
Racial Categories*	
American Indian or Alaska Native	
Asian	5
Black or African American	3
Native Hawaiian or Other Pacific Islander	
White	5
Other	

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

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: Madera Coalition for Community Justice

PROJECT NAME: MYL Street Art Project

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$ 2,500.00
Supplies	100.00
Postage	
Consultant Services	3,500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	2,000.00
Equipment Rental	1,250.00
Insurance	
Utilities	
Telephone	600.00
Other Expenses (Specify): See attached appendix	23,620.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 33,670.00

CDBG Budget Appendex

Other expenses:

Personnel (salary/benefits)

Staff coordinator - .25 FTE $10,920

Assistant coordinator - .12 FTE $5700

Youth Stipends (15) $1500

Direct expenses:

Food & drinks (meetings) $1300

Auto rental (2 vans), gas & parking; food (3 day trips)

..... $2400

Paint/material ..... $ 1800

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

2. Note complaints that have been received, etc.

   N/A

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

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Eddie Ocampo	Director	Self-Help Housing	559-802-1683	EddieO@selfhelpenterprises.org
david Hernandez	Director of Comm. Services	Madera Unified school Dist.	559-416-5814	davidhernandez@maderausd.org
Nayamin Martinez	Director	CCEJN	559-907-2047	nayamin.martinez@ccejn.org

Attachment 2

Application Page 2

- There is no supporting documentation of staff work because a new employee will be recruited, interviewed and hired.
- Marketing/outreach plan is contained in the narrative of the application.
- Client eligibility will be verified in the application process.

Page 13

1. Citizen Support – See discussion in narrative.
2. None.
3. In 2020, as lead organization in the 2020 Census Campaign, MCCJ collaborated with over 60 agencies, organizations, religious entities, state, regional, county and city officials and staff.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? monthly

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

5-8

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

4 Minimum 12 Maximum

Please provide the following information:

Date of Incorporation: 1993

IRS Employer Number: 77-0391942

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation. NA

How often are financial records audited, and by whom? Craig & Associates

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

If so, for how much? NA

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

NA

List any outstanding obligations:

NA

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on 5/25/21, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: May 25, 2021

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 219 S. D St.

TELEPHONE: 559-661-1879

Email Address Maderaccj@yahoo.com

By: _____
President of the Board of Directors

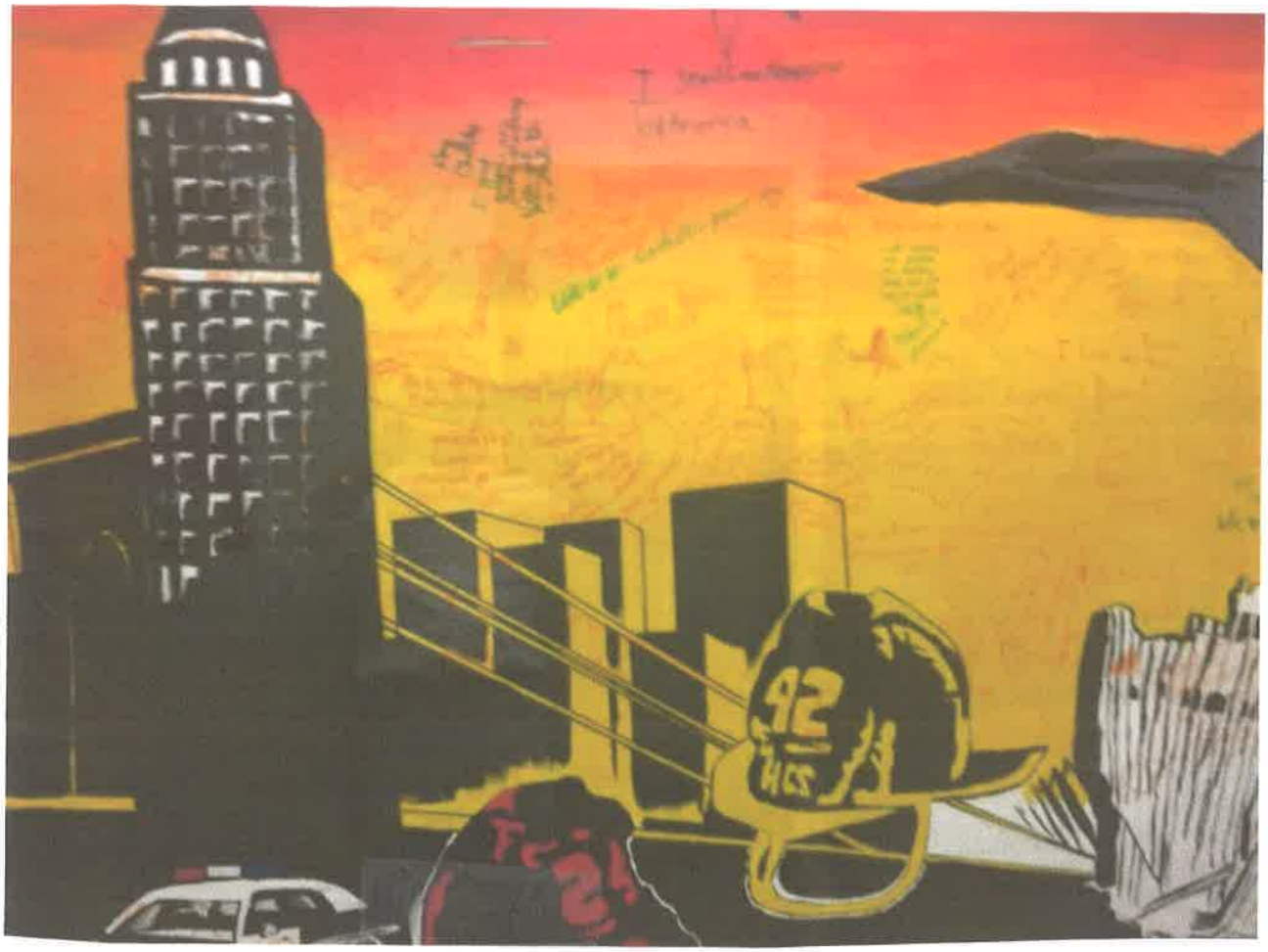
This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: LOURDES HERRERA
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: aestrada@madera.gov
559-661-3690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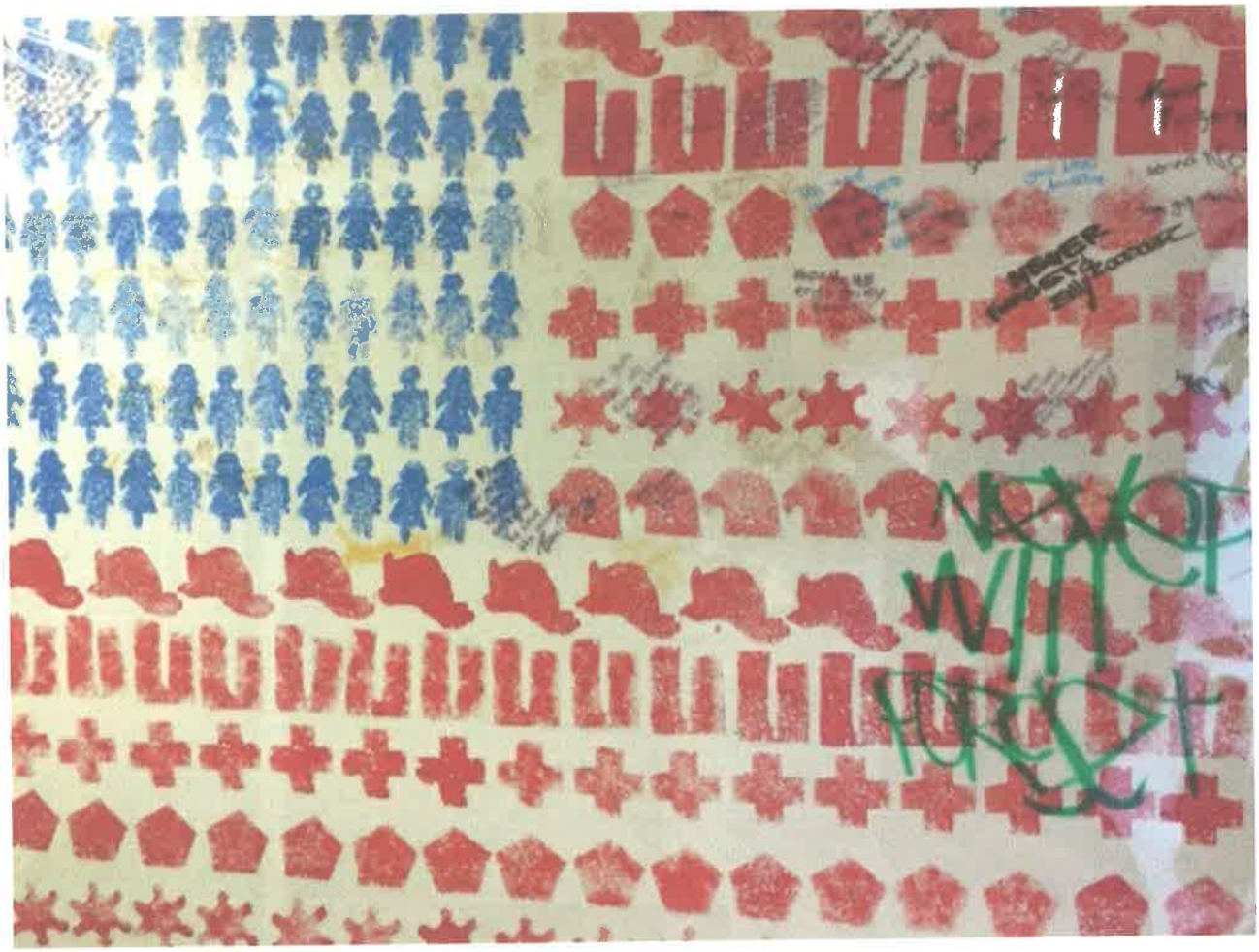
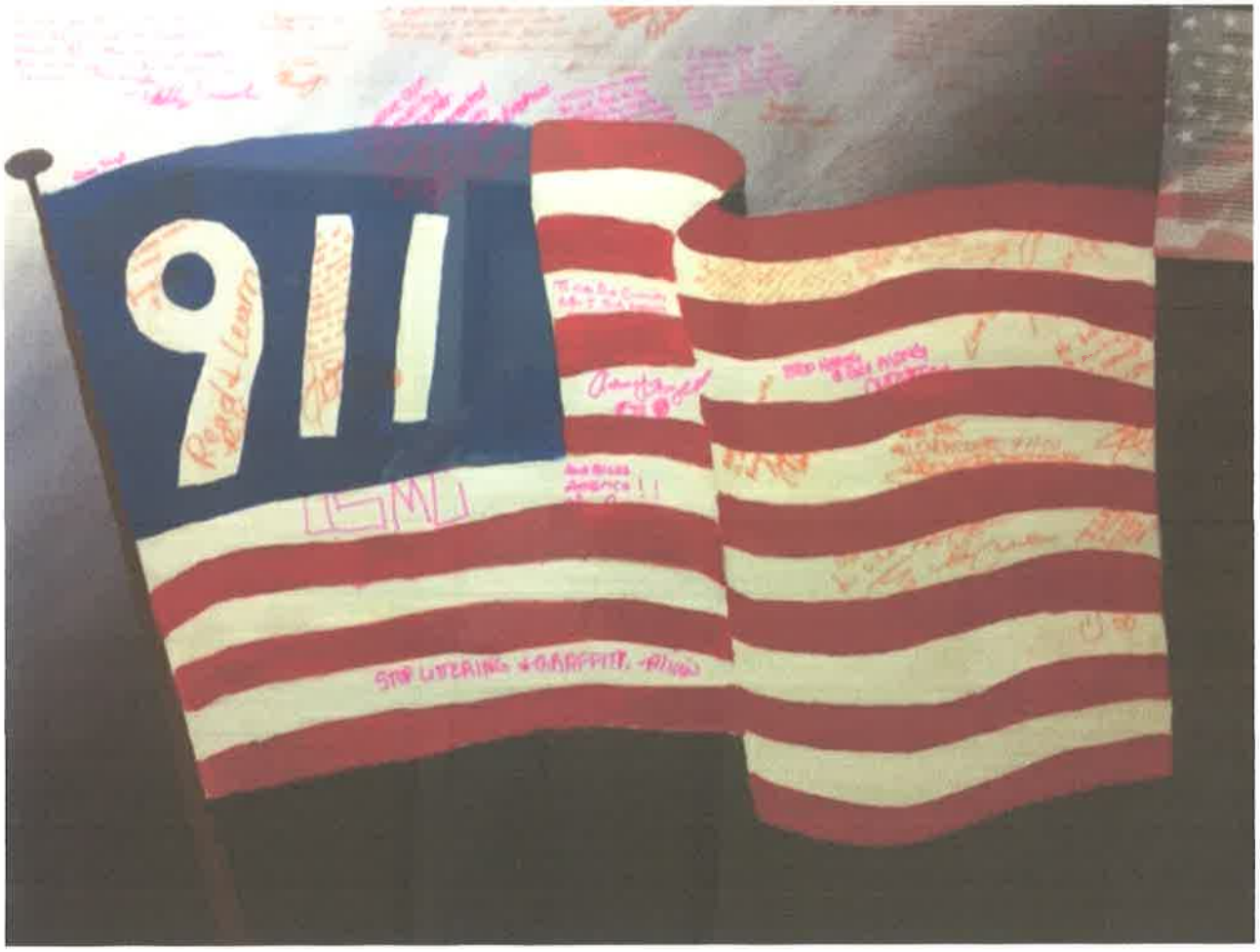
GOD BLESS AMERICA
GOD
Bless
the USA

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THE MARCH
To
SACRAMENTO
HUELGA
1927-1993

1927
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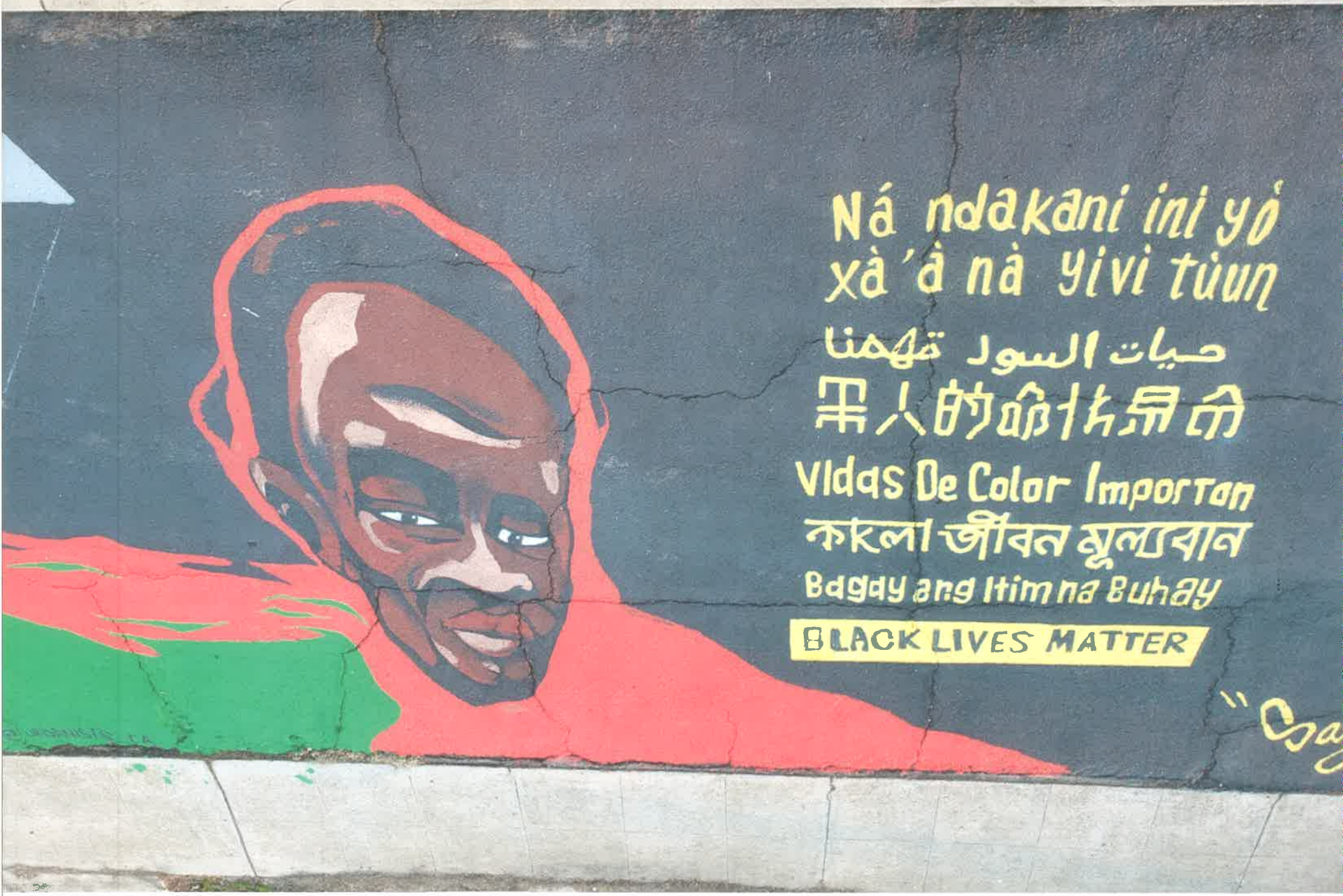
Paint Downtown


Ná ndakani ini yó
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حيات السود تهمنا
黑人的命也很重
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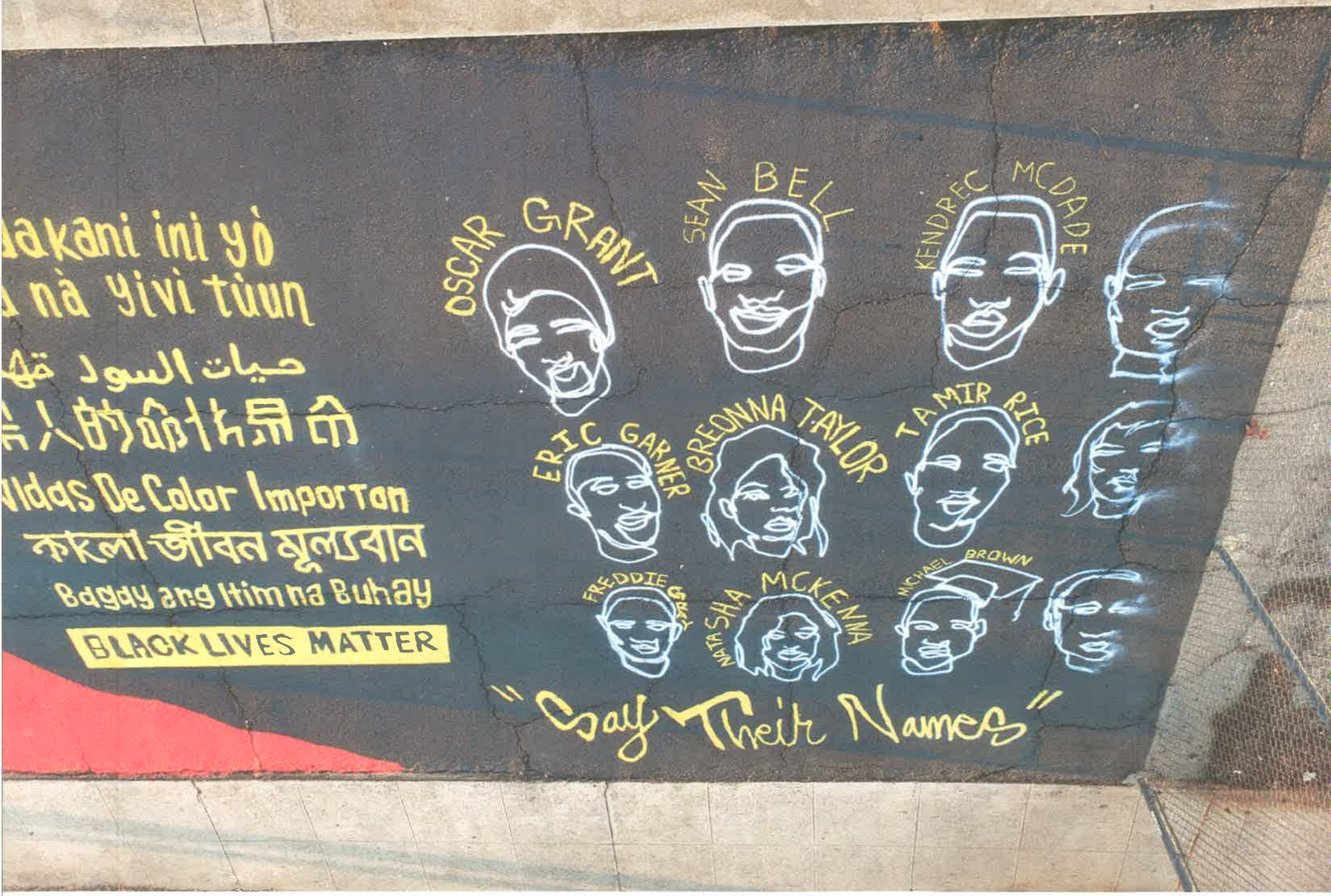
Bagay ang Itim na Buhay
BLACK LIVES MATTER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Bagay ang Itim na Buhay
BLACK LIVES MATTER
OSCAR GRANT
SEAN BELL
KENDREC MCDADE
ERIC GARNER
BREONNA TAYLOR
TAMIR RICE
FREDDIE GRAY
NATASHA MCKENNA
MICHAEL BROWN
"Say Their Names"

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: Madera Rescue Mission
Physical Address: 1305 Clinton Street. Madera. CA 93638
Mailing Address: P.O BOX 642. Madera, CA 93639
Program Name: Homeless Services Program
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: 77-0144133
Grant Administrator (Principal contact) First & Last Name and Title: Jesse Chavez, Executive Director (559)675-8321 jchavez@maderarescue.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) Ligia Pacheco, Accounting (559)675-8321: lpacheco@maderarescue.org
Amount Requested: $ 35,000

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

☑ 1 original completed application ☑ Font: 12 point ☑ Paper: 8 1/2 x 11 ☑ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☑ One-inch top, bottom, left and right margins ☑ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☑ No dividers	☑ Grant Application Coversheet
	☑ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☑ Program/Project Timeline
	☑ Budget Table
	☑ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☑ Marketing/Outreach Plan N/A
	☑ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☑ References

Submittal Option

1) Email to:
aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)
- ✓ 1

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)
The community problem that needs to be addressed is the homeless issue. It is affecting not only residential areas and business's, but to our environment. The continued trash and human disposal on our street's is concerning not only to residents living near the river, but to The Health Department as well. According to new statistics released by Data.Census.gov. It was estimated for Madera CA to have a population of 157,327 for 2020. This is an indicator that our town will have an increase of homeless population for 2021. Added to this we have many people that have not only lost their jobs, but their houses as well due to the COVID-19.

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

Holy Family Table is soup kitchen that provides breakfast, Hope House provides limited daily activities for the homeless. We also assist the Madera Food Bank in distribution of food boxes to alleviate the hunger issue within our community.

Explain how your program supplements or complements existing services without duplicating them.
Madera Rescue Mission serves all people in need as it relates to emergency shelter and or food.

- **We have emergency housing for women and children (38 beds)**
- **We have emergency housing for men (64 beds)**
- **We serve 3 daily meals.**
- **We offer 9–12-month faith-based Recovery Program.**
- **We teach Biblical principles.**
- **We offer classes of anger management and domestic violence prevention.**
- **We offer work skills in different areas.**

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

Which National Objective does your program meet?
MRM meets National Objective # 1. Our services benefit the homeless, low-income families & children. MRM also works with people with substance abuse through our 9–12-month in-patient Recovery Program. MRM endeavors to provide a safe place to reside during an emergency scenario. We work arduously not only on providing temporary shelter but, connecting clients with other agencies to guide them in the process of obtaining permanent housing.

Which measurable objectives does your program meet? How will your program meet its goals in one year?

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

Madera Rescue Mission meets the following measurable objectives that goes according to HUD's goals:

- **We benefit low-income families and children.**
- **We provide decent temporary housing in a suitable living environment.**
- **We alleviate the hunger issue in our town.**
- **We serve clients with mental health problems & substance abuse.**

MRM's goals will be met by the accessibility of services upon client's request and having the satisfaction of serving anyone in need with love and compassion. Within regard to financial resources, MRM, relies on our faithful monthly donors and business's. This Year, there was not a grant opportunity from Central California Women's, Conference and added to that, Walmart foundation denied our grant request for funds. We have received a promise of $3,000K grant from Bank of America. See attached # 2.

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

Unfortunately for this year we won't be able to have any of our fund-raising events due to COVID-19. Our fund's will come from more of 160 faithful donors, between local business and single individuals that donate to the mission not only financially but, with clothing and food.

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

Madera Rescue Mission promotes our fundraising through social media (Facebook), television, local newspaper and appearances at local churches.

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

N/A

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

N/A

Discuss your program's/project's successes.

MRM success hinges on people.

- **People becoming sober.**
- **People finding permanent housing.**
- **People feeling safe, and no longer hungry.**

- **Families restored.**
- **MRM success is reached by accomplishing our mission's goal, which it is to serve the least, the last and the lost with radical hospitality.**

Discuss your program's/project's past performance (2015 to 2020).
From 2015 to 2020, we have had 45 graduates from our Recovery program succeed, and re-enter society. We also had 78 homeless move from emergency housing to their permanent housing. In addition, more than 36,500 annually meals we served to our community and more than 18,250 annually bed nights.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
MRM will make every effort to receive written/video testimony from the guests who have spent time with us. We have seen a steady increase in need and foresee much more need in 2021. The event of COVID-19 has impacted our community, and it will tax Madera on numerous levels, from food insecurity to housing.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	800	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	250	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.) N/A		

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	19	24	25	59	48	40	25	10
GENDER	Female	105						
	Male	145						
FEMALE HEAD	105							

Ethnic Categories*	No.
Hispanic or Latino	140
Not-Hispanic or Latino	110
Racial Categories*	
American Indian or Alaska Native	8
Asian	13
Black or African American	30
Native Hawaiian or Other Pacific Islander	11
White	45
Other	3

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

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

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

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

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

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

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

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

FY 2021-22 CDBG PROJECT

AGENCY: Madera Rescue Mission

PROJECT NAME: Homeless Services

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$ 5,000
Postage	0
Consultant Services	0
Maintenance/Repair	0
Publications/Printing	$ 1,000
Transportation/Travel Required for Business	0
Rent (portion allocated to this program)	0
Equipment Rental	0
Insurance	$ 5,000
Utilities	$ 20,000
Telephone	$ 4,000
Other Expenses (Specify):	0

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $35,000

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
   Public input is received during Thanksgiving, Christmas, 5-K & Annual Banquet events. On these events we have community coming together to support our efforts in serving the more vulnerable people in our town. It is priceless to hear the good compliments we receive after services were provided.
2. Note complaints that have been received, etc.
   No complains have been received.

3. Evidence of collaboration with other agencies within the community.
   We partnership with:
   - **Madera food Bank in distribution of food boxes and the 5K-event.**
   - **CAPMC**
   - **Madera County Department of Correction**
   - **Department of Social Services**
   - **Behavioral Health**
   - **Madera County Public Health**

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Sara Bosse	Public Health Director	Madera County Health Department	(559)675-7893	Sara.Bosse@maderacounty.com
Mattie Mendez	Executive Director	CAPMC	(559)675-5749	mmendez@maderacap.org

Ryan McWherter	Executive Director	Madera Food Bank	(559)975-5315	rmcwherter.maderafoodbank@gmail.com

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? **Once a month**

What was the average number of Board members attending meetings last year?
7

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

7 Minimum **11** Maximum

Please provide the following information:

Date of Incorporation: **01/05/1987**

IRS Employer Number: **77-144133**

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom? **CPA Annually**

Are the treasurer and/or other financial officers bonded? **NO**

If so, for how much? **N/A**

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

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of **Madera Rescue Mission** do hereby resolve that on **May 20**, **2021**, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: **May 20**, 2021

AGENCY NAME: **Madera Rescue Mission**

ADDRESS: **1305 Clinton Street. Madera, CA 93638**

TELEPHONE: **(559) 675-8321**

Email Address **jchavez@maderarescue.org**

By: _____
President of the Board of Directors

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

By: _____
Executive Director

EMAIL THE APPLICATION TO: **nestrada@madera.gov**

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **nestrada@madera.gov**
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Question No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
Total		

MADERA RESCUE MISSION

P.O. Box 642 • Madera, CA 93639
Bus. (559) 675-8321 • Fax (559) 675-8073 •jchavez@maderarescue.org

#1

MADERA RESCUE MISSION – 2021 BOARD DIRECTORY

	Years served	Occupation
Keith Carns, Email: kcarns@sti.net P.O BOX 2080 Oakhurst, CA 93644 Cell: 559-760-4500	16	Retired
Otto Coelho, Vice Chair Email: ojoelho@earthlink.net 37719 Ave 17 ½ Madera, CA 93636 Cell: 559-706-1831	16	Self Employed
Dan Humphries, Treasurer Email: humphries@clearwire.net Cell: 559-706-9331	13	Self Employed
Brenda Herrera, Member brendakarenherrera@gmail.com 717 N. Granada Dr. # 109 Madera, CA 93638 Cell: 559-377-0440	3	Office Manager
Richard Ivey 34555 Treetops Lane Coarsegold, CA 93614 (559) 675-5270	4	Retired
Donna Adams, Member 1213 E Pecan Ave Madera, CA 93637 Cell: (559) 997-4225	7	Retired
Mike Unger 129 River Pointe Drive Madera, CA 93637 Cell: (559) 904-3915		

Joyfully serving with "radical hospitality" since 1987

BOA. #2

Dear **Jesse,**

I hope you and yours are in continued good health. Thinking of you and your entire team.

I am emailing you to say, Congratulations!

The Bank of America Charitable Foundation and the Fresno/Visalia Market President team is pleased to provide a grat the purposes outlined in your recent grant request. This grant represents the trust and value that we place in your or that you are doing to **support our local community with basic needs and your housing a food programs.**

The funds awarded will be transferred to your bank account **within 3-7 business days** via ACH and will be reflected as delivered or mailed.

Bank of America is lending, investing, and giving in local communities like ours in order to advance local economies ar organizations like the **Madera Rescue Mission**, which are providing critical services and programs, is just one of the wa communities we serve.

Please find our Social Media Toolkit attached. It outlines how best to communicate this grant to your stakeholders, bu

Bank of America is proud to be a supporter of **Madera Rescue Mission.** Thank you for your commitment to the comm

Please reach out with any questions you may have. Happy to talk through things with you if need be.

With Appreciation,

Marisa Moore
Senior Vice President
Fresno/ Visalia Market Executive
Local Markets Organization
Bank of America
CA1-141-01-02
5292 North Palm Avenue, Fresno, CA 93704
T 559.261.8659 M 559.770.9761
NEW EMAIL: Marisa.a.moore@bofa.com
www.bankofamerica.com/foundation

<image001.png>

Like us on Facebook

<image002.png>

Follow us on Twitter

Life's better when we're connected™

[redacted]

Date: 5/13/2020 12:00 AM

MADERA RESCUE MISSION

Shelter: Wes Women's (SINGLE)

Client, Personal Information: **Departure Date:** Click here to enter a date.

First Name: **Last Name:** **M.I.:**
DOB: **Age** **S.S#:**
Driver's License #/other ID: **Exp. Date:**
Marital Status? **Are you a Veteran?** Choose an item.

Do you Smoke? Choose an item. **Illicit Drug Use?** Choose an item.
Probation/Parole?: Choose an item. **Officer Name:** **Notes:** Click here to enter text.

Diagnosed with Mental Illness? Choose an item. **When diagnosed** Click here to enter text.
Briefly describe any behavioral health issues
Are you receiving any counseling Choose an item. **Services provided by:** Click here to enter text.
Organization, shelter, and/or institutions previously in and when: Click here to enter text.

Is anyone with you staying at Men's Shelter? Choose an item. **Name/Relationship:**

Are you Pregnant: Choose an item. **Months:** Click here to enter text. **Due Date:** Click here to enter text.
Dr. Name: Click here to enter text. **Health Insurance / Carrier & ID #:** Click here to enter text.

Spouse , Personal Information:

First Name: Click here to enter text. **Last Name:** Click here to enter text. **M.I.:** Click here to enter text.
DOB: Click here to enter text. **Age:** Click here to enter text. **S.S#:** Click here to enter text.
Driver's License #/other ID: Click here to enter text. **Exp. Date:** Click here to enter text.

Marital Status? **Are you a Veteran?**

Do you Smoke? **Do you Drink:** **Illicit Drug Use?**
Probation/Parole?: Choose an item. **Officer Name:** Click here to enter text. **Notes:** Click here to enter text.

Diagnosed with Mental Illness? **When diagnosed** Click here to enter text.
Briefly describe any behavioral health issues Click here to enter text.
Are you receiving any counseling Choose an item. **Services provided by:** Click here to enter text.
Organization, shelter, and/or institutions previously in and when: Click here to enter text.

Are you Pregnant: Choose an item. **Months:** Click here to enter text. **Due Date:** Click here to enter text.
Dr. Name: Click here to enter text. **Health Insurance / Carrier & ID #:** Click here to enter text.

Emergency Contact Information

Name: **Phone:** **Work Phone:**
Address: Click here to enter text. **City:** Click here to enter text.
State: Click here to enter text. **Zip:** Click here to enter text.
Language: ☒ English ☐ Spanish ☐ Other (specify): Click here to enter text.
Do you own a vehicle? **Make/Model/Lic#:** Click here to enter text.

Children's Information:

First Name	Last Name	DOB	Age	Gender	Ethnicity #	Soc.Sec. #	School	Grade	Shelter
						Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.

List any disease, infection, disability or allergies you or any family member (in shelter) has:

	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

List any medications and doses that you and/or your child/ren have at time of intake:

	Click here to enter text.
	Click here to enter text.
Click here to enter text.	Click here to enter text.

Income Information

Income Source Please check all that apply

Employment ☐, How much? , Retirement ☐, How much? $ Click here to enter text.,
Public Assistance ☐How much? $ Alimony/Child support ☐How much? $ Click here to enter text.
Disability/Workers Comp ☐, How much? $ Click here to enter text.

Food Stamps ☐, $ value per month: $
Employer: Click here to enter text. ☐ Full time ☐ Part time Position: Click here to enter text.
Hrs. /wk.: Click here to enter text. Schedule: Click here to enter text. Address: Click here to enter text.

CASE MANAGEMENT:

Goals: (List any plans that the client has while at the shelter. Etc. Find housing, work, school, apply for aide, groups)

Client plans on relocating with friend as soon as she can

Referrals: (List any agencies/shelters/transportation that you have suggested for the client and the date)

Click here to enter text.

Progress Notes: (Please chart information obtained from the client here with the date received and your initials.)

EXIT ASSESSMENT:

After Shelter Destination: Choose an item. **City:** Click here to enter text. **State:** Choose an item.

Goals Accomplished: Click here to enter text.

JESSE CHAVEZ

EMAIL : jchavez@maderarescue.org

24172 Avenue 14, Madera, Ca. 93637 Cell Phone 408-205-0830

Experience History

Madera Rescue Mission 559-675-8321
1305 Clinton Avenue
Madera, Ca. 93638
Executive Director July 2020 to Current.
Oversee all Executive Director Responsibilities on policies and procedures for providing services to the Homeless population and clients enrolled in Recovery Programs offered here at MRM. Also oversee all Staff directions and continued improving methods. Assist in Facilities maintenance and upgrades as it pertains to continued upkeep and preventive maintenance projects, also stay current on any and all City, County regulations, permits, and certificates.

WestCare California 559-307-4649
2772 Martin L. King Jr Blvd.
Fresno, Ca.
Operations Supervisor 2019 March-August

JC Construction 408-205-0830
1625 Howard Road # 457
Madera, Ca. 93637
Administrator/Estimator/Financial Officer/Sole Proprietor
2003 to current date. California State License Board # 822367.
Remodeling of residential & commercial properties. B & C-20

Administrative Pastor at Spring Valley Bible Church 408-550-5148.
Nov. 2008 to 2015. (Full time/Part time)
Oversee all ministries, operations of facilities, maintenance, administration of finances and budgeting reporting to Sr. Pastor.

City Team Ministries Operations/Case Manager 408-772-5277
May 2006 to Nov. 2008
Responsible for all facility operations, budgets, preventive maintenance, scheduled building improvements.
Responsible for two facilities that housed between 150 to 200 men that are homeless and in recovery from drug and alcohol addictions.
Responsible for Safety program, and Disaster response team.
Directly case managed between 10 and 15 men in Recovery from drug and alcohol addictions.
Worked on outreach events like Homeless Connect, Silicon Valley Health Alliance outreach services.

Education

Light University- Caring For People Gods Ways 2006
John Maxwell Leadership Training (SVBC) 21 Laws of Leadership 2004.
Corporate Leadership Training (Neopost) Internal training for management. 1980 - 2005.
High school graduate 1977.
City College classes in HAVAC/Architectural design. (San Jose City/De Anza)

Languages

English and Spanish.

Licenses and Certificates

JC Construction - California General Contractors B, HIC, and C-20 for HVAC Lic # 822367.

Resume: **Lynda Belmontez**

Current Position: Assistant Executive Director, Madera Rescue Mission, Inc.

Experience:

1) 2015 – present - Assistant Executive Director
   a) Oversee all aspects of the Madera Rescue Mission.
   b) Supervise 9 employees.
   c) Oversee payroll.

2) 2009 – 2015 - Women's Services Director
   a) Oversee daily operations of all facilities of women's services, Emergency Units, Women's Emergency Shelter, Women's Transitional Shelter.
   b) All scheduling of staff of women's services.
   c) Class scheduling.
   d) Oversee all volunteers and coordinate all activities.

3) 2007 – 2009 - Assistant program director
   a) Assisted the Program Director in all aspects of the Women's Discipleship program.
   b) Data Entry.
   c) Grading of lessons.
   d) Help oversee Guest Director.
   e) Conflict resolution of issues with 30-day shelter clients.
   f) Counseling.

4) December 2004 – 2007 - Guest Director:
   a) Guest Intake.
   b) Data Entry.
   c) Monthly stats.
   d) Bed coordination.
   e) Helped guest with appointments, conflict resolution, case management.
   f) Answer phones, filing.

Education:

I have no extended education. I have 16 years of on the job training, working with people in addiction and homelessness. Over the last 16 years I have had some training in Domestic Violence, Behavioral Health First Aid, and Harassment Avoidance.

Madera Rescue Mission

Position Description – Greg Belmontez

- Job Tile: Deputy Director.
- Reports To: Executive/Assistant Director.
- I'm responsible for the development of all client programs, support operations, and program facilities as designated by the Executive Director. Program may include community outreach, shelter solutions, and recovery programs, to persons facing poverty, homelessness, addiction, and other life-controlling problems.
- I oversee and develop programs and relating services through the involvement of staff, volunteers.
- Provide appropriate client supervision and participation in program activities.
- Provide a safe, clean, and a safe environment of clients, Staff, volunteers, and visitors.
- Respond to problems concerning the Madera rescue mission. During the week and weekends.
- Interview potential clients over the phone, on campus, and in The Madera county jail.
- Communication with the Madera Probation Department with progress reports monthly, and drug test results.
- Assist with Madera Rescue mission special events, which includes in house tours, participating with outside agencies, and churches.
- Oversee the maintenance work, Troubleshoot, Electrical, plumbing, perform minor carpentry, flooring, painting, maintenance and repair.
- Teach class twice a week, counsel our clients in the program and guest.
- No extra education, on the job training, I volunteered for three years, House manager, driver, pick up food, clothing, donations, certified to teach Ace overcomers. I've been involved with the mission since 2008. I'm also a graduate of the Madera Rescue Mission 18-month drug and alcohol program. I stood on as a Volunteer for three years, in those three years I learned a great deal on how the mission was operated. The mission taught me how to serve those in need, without anything in return. Before I got to the Madera Rescue Mission, I served myself, lost in my addiction. The Madera Rescue Mission saved my life, through the teaching of Jesus Christ, The Bible say's Romans Ch: 12- 2, Do not be conformed to this world, but be transformed by the renewal of the mind, that by testing you may discern what is the will of God, what is good and acceptable and perfect. I'm so thankful that the Madera Rescue Mission gave me an opportunity to be part of their team and to serve my community. God's good!!!

Ligia Pacheco: Bachelor's in social work

Current Position: Accounting Office Manager/Grant Manager -Madera Rescue Mission.

Madera Rescue Mission Hired in June 2014

Job Duties:

- Maintain all receivables and payables as needed throughout each day in Quickbooks.
- Manage all incoming donations and record contact information in Donor Express software.
- Send out monthly mail merged thank you letters with donation records signed by the Executive Director.
- Submit semi-monthly employee hours via Excel spreadsheets with payroll company.
- Manage donation inputs from special event activities and record in Donor Express and Quickbooks.
- Data entry to donor tracking software
- Online research of charity organizations and philanthropic groups
- Applications and follow-up online
- Writing grant proposals
- Budget recommendations/proposals (FEMA & CDBG)
- Preparing received grant reports
- Spanish document translations and interpreting with clients

August 2011 & May 2012
BSW Social Work Intern-In Home Supportive Services:

- Receiving and evaluating applications for IHSS.
- Determining financial eligibility for IHSS and Medi-Cal.
- Visiting and interviewing consumers and/or their authorized representatives in their homes, developing a positive rapport with the consumer and family members.
- Determining a consumer's functioning in activities and indirect activities of daily living; assessing need for services, taking into account the recipients' home environment and existing support system.
- Determining the appropriate amount and type of non-medical IHSS services, which include: domestic (housecleaning), meal prep and clean-up, laundry, shopping & errands, personal care (bathing, grooming, dressing, feeding, bowel and bladder care, ambulation, transfers, moving in/out of bed, etc.), paramedical care, and protective supervision.
- Preparing descriptive documentation to capture relevant case information and reflect the social workers' first-hand observations from the home visit, utilizing a variety of computer systems, including the State-wide IHSS database (CMIPS) to issue formal Notices of Action.

Work Experience/Narrative: Emerson Carrick

My name is Emerson Carrick and I am 36 years old and have either worked or volunteered at the Madera Rescue Mission for the past 10 years. I graduated from Yosemite High School in the year 2000 with a 4.2 gpa, and then completed three years at UCSC focusing on environmental studies. I still need another year of upper division course work to get my bachelor's degree.

In August of 2008, I entered the Madera Rescue Mission's discipleship program, and graduated a year later. I was given the opportunity to stay on as a volunteer, doing the grave yard security shift. For a short period of time, when the Fresno Rescue Mission temporarily took over operations, I was an office assistant to Pastor Felix Vigil. After the Fresno Rescue Mission finished helping us out, I became the house manager, making sure the men in the discipleship program stayed on task and handling conflicts with them and our overnight guests. I was also overseeing the workers in the kitchen, being Serv Safe certified, ensuring proper cooking, food handling, and food storage.

For the past three years, I have been in charge of the MIOCR program, an acronym that stands for Mental Illness Offender Crime Reduction program, purchasing of food and supplies, and maintaining our vehicles.

We have 10 beds, 8 for men and 2 for women on site for what was originally people on probation whom also had a behavioral health diagnosis. Since the state funding for the MIOCR program ran out in June of 2018, Madera County Behavioral Health has taken over funding the program now called the Emerson House. I monitor and store our client's medications, and keep file notes on their progress as well as live on-site to handle any emergencies that may arise.

Every month I purchase food and janitorial supplies, and must adhere to a spending limit provided by the board of directors. We receive food donations from local grocery stores and restaurants on a daily basis, but there are many things like meat and produce that the kitchen needs to serve proper meals.

Taking care of the Mission vehicles involves routine fueling and oil changes, and searching for the lowest prices for parts and services that we can't perform on-site. We've had the good fortune of having many disciples come through the program that have been able to do things like brake jobs and minor installs and repairs, but for things like new tires and recalls we have to turn to professionals.

MADER-3

OP ID: PR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
559-665-3434
Pacific Ag Ins.-Chowchilla
216 W. Robertson Blvd Suite A
Chowchilla, CA 93610
David Alexander

CONTACT NAME: David Alexander
PHONE (A/C, No, Ext): 559-665-3434
FAX (A/C, No): 559-665-2411
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Ins Comp.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Madera Rescue Mission
PO Box 642
Madera, CA 93639

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2143066	07/03/2020	07/03/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB725758	07/03/2020	07/03/2021	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Pamela Richardson

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City of Madera

Business License

THIS LICENSE EXPIRES : 06/30/2021

License Number
4465

Location 1305 CLINTON ST MADERA, CA 93638

This license does not constitute acceptance or the use of the above locations as having complied with existing building codes or fire prevention codes. A licensee shall remain fully liable and responsible for bringing the premises in conformity with all applicable City and State codes. Finance Director must be notified of any change in address. This license is nontransferable, nonrefundable, and is subject to revocation for noncompliance.

Category: OTHER SERVICES

Type: NON PROFIT

DISPLAY IN A PROMINENT PLACE

PAID

For Office Use Only

City of Madera
Business License
205 West Fourth Street
Madera, CA 93637
(559) 661-5408

License Number
4465

Business Location: 1305 CLINTON ST MADERA, CA 93638

Issue Date: 09/29/2020

Expiration Date: 06/30/2021

Business ID: 53842

Business Name: MADERA RESCUE MISSION INC
Mailing Address: 1305 CLINTON
MADERA, CA 93638

This license does not constitute acceptance or the use of the above locations as having complied with existing building codes or fire prevention codes. A licensee shall remain fully liable and responsible for bringing the premises in conformity with all applicable City and State codes. Finance Director must be notified of any change in address. This license is nontransferable, nonrefundable, and is subject to revocation for noncompliance.

Category: OTHER SERVICES

Type: NON PROFIT

	FEES:
ADA BUSINESS LICENSE	$0.16
ADA COMPLIANCE FEE	$1.20
ADA BUILDING DEPARTMENT PORTION	$2.64
TAX EXEMPT	$0.00

Total Received: $4.00

IRS Department of the Treasury
Internal Revenue Service
Cincinnati Service Center
CINCINNATI OH 45999-0034

In reply refer to: 0227337219
May 02, 2017 LTR 858C 0
77-0144133 201612 10
00008367
BODC: TE

MADERA RESCUE MISSION INCORPORATED
PO BOX 642
MADERA CA 93639

040200

Taxpayer Identification Number: 77-0144133
Tax Period(s): Dec. 31, 2016

Form: 940

Dear Taxpayer:

We received your Form 940, Employer's Annual Federal Unemployment (FUTA) Tax Return, for the tax period(s) indicated above.

You are not required to file Form 940 because you have been determined to be an exempt organization under section 501(c)(3) of the Internal Revenue Code; therefore, you are exempt from paying federal unemployment tax. Please destroy any Form 940 returns you may have received. Do not make tax deposits for federal unemployment tax.

We will send you a refund for your payments for the current year. You may request refunds for payments made in previous years by filing a Form 843 claim. You must file a claim for refund within three years from the return due date, or within two years from the date you paid the tax, whichever is later.

Even though you are not liable for the federal tax, you could be liable for the state tax. States establish and operate their own systems. Therefore, you should contact your state to find out whether you are required to make contributions under the state unemployment compensation law.

If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	
Applicant Name:	O.L.I.V.E. Charitable Organization
Physical Address:	1625 Howard Rd. #170, 93637
Mailing Address:	1625 Howard Rd. #170, 93637
Program Name:	O.L.I.V.E. Safe House
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	84-2806845
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	April Molina, Operations Director 559-706-8455 olivemadera2015@gmail.com
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	April Molina, Operations Director 559-706-8455 olivemadera2015@gmail.com
Amount Requested: $	39,463.64

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☐ No dividers	☐ Grant Application Coversheet
	☐ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☐ Program/Project Timeline
	☐ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☐ References

Submittal Option

1) Email to:
aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

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

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. See attachment:EXISTING SERVICES #1

Explain how your program supplements or complements existing services without duplicating them. See attachment: EXISTING SERVICES #2

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

Which National Objective does your program meet? See attachment: EXISTING SERV #4

Which measurable objectives does your program meet? $ 39,463.64

How will your program meet its goals in one year? See attachment:EXISTING SERV #6

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. See attachment: EXISTING SERVICES #7

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
See Attachment: EXISTING SERVICES #8

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. See attachment: EXISTING SERVICES #9

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
See attachment: EXISTING SERVICES #10

When there is an overflow of clients, how is it determined whom to serve?
See attachment: EXISTING SERVICES #11

Discuss your program's/project's successes.
See attachment: EXISTING SERVICES #12

Discuss your program's/project's past performance (2015 to 2020).
See attachment: EXISTING SERVICES #13

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

See attachment: EXISTING SERVICES #14

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	250-300	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	24	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

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

Ethnic Categories*	No.
Hispanic or Latino	4
Not-Hispanic or Latino	20
Racial Categories*	
American Indian or Alaska Native	2
Asian	2
Black or African American	10
Native Hawaiian or Other Pacific Islander	0
White	2
Other	2

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

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: O.L.I.V.E. Charitable Organization

PROJECT NAME: O.L.I.V.E. Safe House

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$ 0.00
Supplies	0.00
Postage	
Consultant Services	5,000.00
Maintenance/Repair	2,500.00
Publications/Printing	
Transportation/Travel Required for Business	3,500.00
Rent (portion allocated to this program)	15,000.00
Equipment Rental	
Insurance	1,662.00
Utilities	7,000.00
Telephone	1,301.64
Other Expenses (Specify):	3,500.00

See attachment: EXISTING SERVICES #2

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

See attachment: EXISTING SERV #4

TOTAL CDBG PROJECT BUDGET: $ 39,463.64

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions. Olive is in constant communication will many different commur

2. Note complaints that have been received, etc.

   We have received no complaints.

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

   Letters of collaboration and support provided.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Kim Contreras	Community Minister	World Impact	559-455-8995	contreraskimcoach@gmail.com
Sally Moreno	District Attorney	DA's Office Madera	559-805-6553	sally.moreno@maderacounty.com
Alicia Bennett	Community Member	Madera Rotary	425-531-2389	akbennett1985@yahoo.com

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Quarterly

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

5

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

4 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 03/09/2020

IRS Employer Number: 84-2806845

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation. Community Donations, CCP monies

How often are financial records audited, and by whom? Annually, by CPA

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

If so, for how much? _____

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

n/a

List any outstanding obligations:

n/a

RESOLUTION/CERTIFICATION:

We, the Board of Directors of O.L.I.V.E. Charitable Organization do hereby resolve that on 05/24/21, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: May, 24th, 2021

AGENCY NAME: O.L.I.V.E. Charitable Organization

ADDRESS: 1625 Howard Rd. #170, Madera, CA 93637

TELEPHONE: 559-365-6265

Email Address olivemadera2015@gmail.com

By: _____
President of the Board of Directors

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

By: _____
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

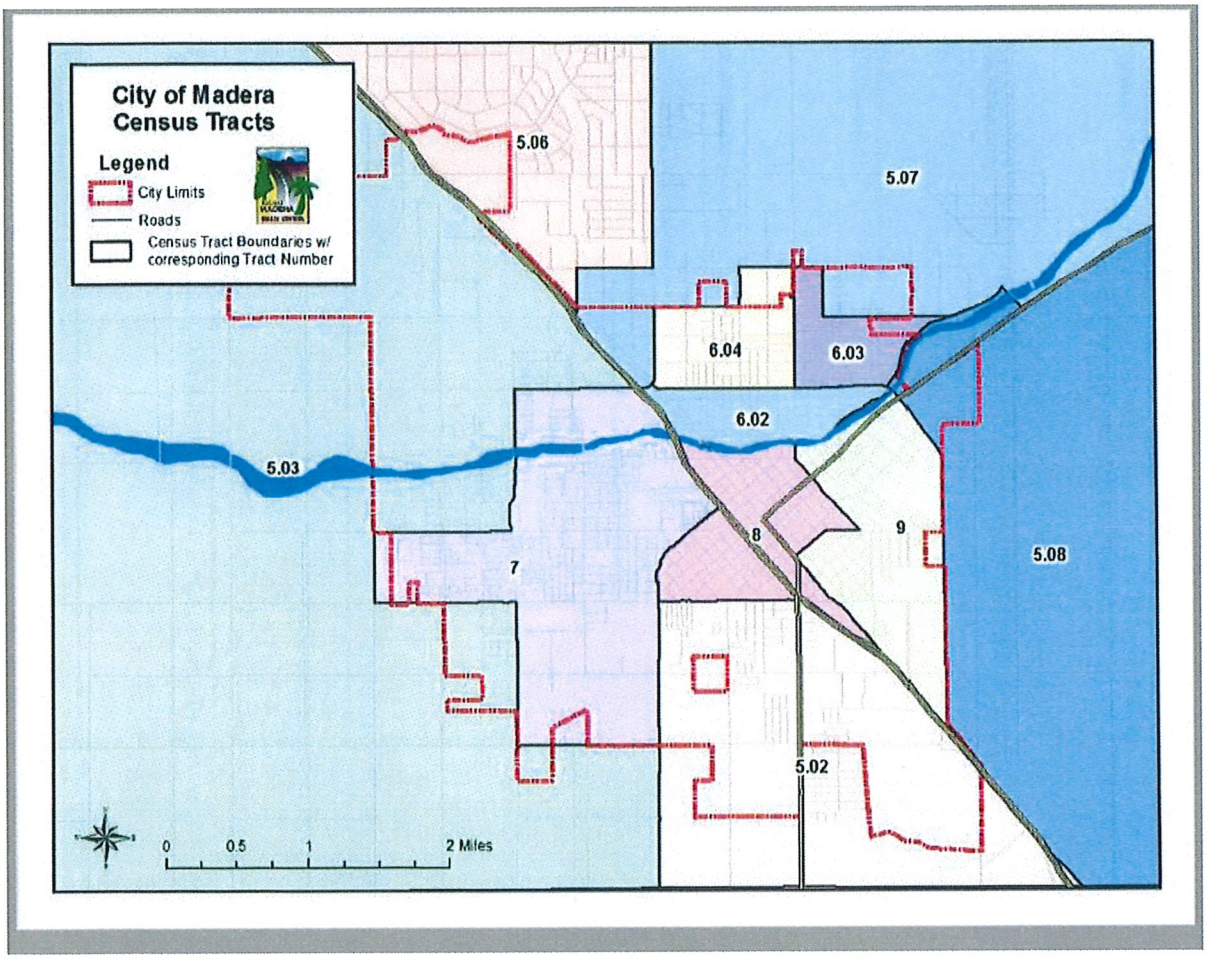
CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Queston No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
Total		

Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities

ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



PROGRAM/PROJECT NARATIVE:

O.L.I.V.E. Charitable Organization was founded by law enforcement to fill a gap in resources for victims of human sex trafficking in Madera. Our founder, Lt. Daniel Foss of Madera Police Department, saw this gap early in his career as a patrol officer. Through the combined efforts of law enforcement and students from Fresno State University, OLIVE was born.

Our organization is unique in two ways. The first is we are the only sex trafficking non-profit organization that we know of that was founded and has direct ties to law enforcement. The second is we have a unique approach as we attempt to empower those whose lives have been stunted in a devastating way.

All our current clients suffer from trauma induced PTSD. Studies have been done and have compared the PTSD suffered by victims of sex trafficking with that of combat soldiers coming home from war. This brings different challenges that occur in different areas. Olive brings a new approach of empowerment in that we offer more of a “supportive service” and allow the victims/survivors to succeed in their own decision making. It has been our experience that when someone who has been oppressed is given the opportunity to make wise choices for themselves, they will not always choose a path that leads to victory. Our role is to assist in setting goals and prioritizing those goals. Once a pathway is chosen, it is our job to assist in any way that is needed. This can include, but is not limited to, offering our safe house, paying rent/bills, offering contract counseling services, transportation, assistance with probation/parole, applications for school, writing resumes, tutoring, assistance with state/county resources, basic needs like food and clothing, assistance through the CPS system, navigation in healthcare system, advocacy in courtrooms, filing police reports, applying for drug/alcohol rehabilitation and so much more. When that path is strayed from, we guide them back to the path they have chosen.

It is our duty to understand that when we ask a person to come under our wing and into our program, we have just cut off any and all financial support for that person. Prostitution is a crime and not a viable or sustainable source of income. This creates a “dependency” on our organization that can be very costly. We rely on support from generous community members, businesses, and grants. This dependency is temporary as our goal is always to have the victims/survivors become fully functional members of society. We assist in setting goals that are attainable and once the first goal is attained, it gives a sense of pride to the victim. That pride catapults them on a long journey to success. The entire process can take about 1-2 years. As you can imagine, this is very expensive, however, it is worth every penny.

Since its inception in 2015, Olive has grown exponentially. We have serviced several survivors and given them the tools of empowerment in order for them to lead successful lives.

Recently, Olive has opened a much needed “safe house” in the City of Madera. The number one issue for survivors is safety. In order to have safety, housing is an absolute must. Current shelter options do not fit the needs of victims of sex trafficking. These shelters are great for issues such

as drug addiction, alcohol addiction, and chronic homelessness, however, trafficking victims are different in their responses to certain criteria. For example, most shelters have a “black out” period for the first month the person is in their shelter. We understand that this might work for some, however, victims of trafficking have been held captive and this method does not empower but seems to continue the oppression in the minds of the victim. This creates a wall on the part of the victim, and they tend to rebel against the authority and leave the facility without really understanding why and thus, blames the facility. Olive’s approach is to give the victim the freedom they have been longing for while working with them to set healthy boundaries. There are many reasons standard shelters will not work for victims of sex trafficking. Olive does not seek to change these shelters, but rather create a different experience for these victims who cannot live in such shelters.

While statistics surrounding human trafficking are estimated, we can say with 100% certainty that there are 250-300 victims of sex trafficking in Madera alone and this number is expected to increase in the coming years. Nationwide agencies like Polaris and the Federal Bureau of Investigation as well as other agencies estimate that within 5 years, human sex trafficking will surpass that of illegal drug sales creating an economic boom in illegal sale of sex. The national definition of “human sex trafficking” is- “the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act.” The law states that there must be a “third party” present for it to be considered sex trafficking. This means that the first person is selling the second person to a third person for sex. More often than not, the second person has no control over their life, possessions, finances, transportation, healthcare, or any other aspect of their lives that we take for granted. Madera is centrally located on Highway 99 between Los Angeles, Las Vegas, San Francisco and Sacramento. These cities are among the highest rated for sex trafficking in the nation. Being right in the middle on a major highway puts Madera as one of the many “stops” that are made while victims are being transported from city to city. This location also puts our own residents at risk. We have several clients that are from the Fresno/Madera area. We have local traffickers who take victims to these larger cities where they can sell them for more money.

Our safe house is capable of handling no more than 5 clients at any given time. Each of our rooms is designated to a specific agency for their use. The agencies that have a space in the building are: Madera Police Department/Chowchilla Police Department share room 1, Madera County Sheriff’s Office/Madera Probation share room 2, Olive/CAPMC share room 3, Madera District Attorney/Madera Defense Attorney share room 4, and then room 5 is designated for our “house mom.” This person is a survivor that is far enough along in recovery to make sure rules are followed, the house stays maintained, and the people are safe. This house mom also assists with schedules for victims, transportation and other needs that may arise.

Our work plan is to simply continue the work that has been set in motion by our founders. If granted, the money from this grant will go towards the expenses of having a safe house. The expenses are rent, power, water, garbage, maintenance, counseling/consulting services, transportation for victims, property/liability insurance, phone and internet service. Other expenses are food, clothing, and cleaning supplies.

Olive is only successful because of committed volunteers. We currently have 17 community members who have dedicated time and effort to our cause. Each volunteer is required to undergo our application process. Once they have filled out our application, an interview and background check are done. When these are passed, there is required training they must take. The first class is "Understanding Human Trafficking" through Fresno Pacific University. This class is between 4-5 hours long. It confronts myths and misconceptions about trafficking and exposes the cracks in the systems that have failed victims of trafficking for decades. The second required training is broken up into 3 sessions. This training is "Trauma YOUniversity" through the Clear-Thinking Alliance. The first two sessions are 3 hours each. The third and final session is 6 hours. This training is designed to explain how trauma affects the brain physiologically and how that effects decision making and emotions. Having our volunteers properly trained is paramount in the healing process for the victims. All these courses have a fee attached to them. Olive reimburses this fee once the courses are completed.

We currently have 5 members on our board of directors. Each one has proven to be a great asset in decision making and in keeping the much needed balance of an organization. Chairman is Lt. Dan Foss of Madera PD, President is Lt. Robert Blehm of Madera County Sheriffs Office, Vice President is Cynthia Ramos of Madera County Department of Child Support Services, Treasurer is John Molina of United Valley Insurance Services and our Secretary is Sylvia Anguiano a loyal volunteer. We will be adding two more law enforcement officials to our board in the coming months to bring the total board members to 7.

Olive has spent the past 3 years building partnerships with surrounding counties, agencies, and non-profits. We work alongside a long list of other organizations with the same passion that we have. Breaking the Chains, Central Valley Justice Coalition, World Impact, and Mollies House are just a few. We receive referrals as well as refer to these organizations. World Impact has a safe house in Fresno that we use as a triage center. This particular location offers housing, food, clothing, and 24 hour counseling. This is where our clients go first. Once there, we have more time to assess their needs. Every survivor is different with particular issues. Some need to finish high school, while others need help obtaining identification.

Our unique relationship with law enforcement also makes us different. We have received referrals from Fresno County Probation, California State Parole, Madera County Sheriff's Office and Madera Police Department. Recently, we were invited to join the Chowchilla Task Force with their law enforcement officials. Soon we will be partnering with California Department of Corrections to enhance their specialized program for youth offenders. The affect will be far reaching for young people ages 18-25 who are incarcerated. This will be through their restorative justice programming that they are looking to expand.

Our primary focus is on the aftermath the victims face when they are released from their bonds of sex slavery. However, prevention is also on the top of the list of our priorities. Lt. Dan Foss of Madera Police Department and our founder does presentations on tactics used by traffickers to manipulate their victims. His presentation is ideal as parents and guardians of young people need to know what to look for to prevent them from becoming victims. Pre-COVID, Lt. Foss was presenting this to audiences approximately 2-3 times a month at a variety of venues. Since

COVID, this has shifted to zoom conferences. This year alone he has been able to educate all 300+ employees at Child Protective Services, as well as host 3 presentations for various groups. We are working with Central Valley Justice Coalition to bring a one-day seminar this Fall. This seminar will be open to the public, law enforcement, city/county officials, and anyone else who is interested in learning about this heinous crime.

Right now, we are actively assisting 7 survivors. One of those has become a volunteer for our organization. She is advancing her education in psychology, is getting her certification as a life coach, and will be an active member on the Chowchilla Task Force. She also stands with Lt. Foss at his presentation with her own testimony for the audience. She has begun the Elevate Academy through Rebecca Bender's survivor organization. The House Mom at our building just graduated from Madera City College with enough credentials to be a substitute teacher. She will be attending Fresno State University this fall to finish her teaching credential program. She works full time and just purchased her first car on her own. Another survivor has just turned 18 and has decided to go back to school. She is working full time and has her own car as well. She is looking at moving in with friends in Fresno so she can be closer to her job. This young lady grew up in foster care and was sent out of the county to Southern California to be trafficked at the age of 14. Each of these young women is from right here in Madera. There are hundreds more out there just like them. Olive seeks to reach and restore each individual through intervention and empowerment. We teach these young women that they have value more than just what they have been used for.

We help these women see there is hope beyond the life they've lived.

PROGRAM TIMELINE

Olive has these steps that we follow. This whole process can take 1-2 years or longer.

Step 1: IDENTIFICATION

Victim is identified by law enforcement or another agency. Olive is called and we go on location to perform our 10-page assessment. If we determine the person is not a victim of sex trafficking, they are referred to an agency that better suits their needs. If they are found to be a victim of sex trafficking, we move to step 2.

Step 2: EMERGENCY HOUSING

a) Triage: Olive works in partnership with World Impact out of Fresno. World Impact owns a piece of property with a safe house in the back. This location is ideal for the first month or two. They offer shelter, food, clothing, 24/7 counseling, and they offer a team of volunteers to assist with immediate needs.
b) Olive Safehouse - Once the victim is triaged, we continue to assess their needs. The survivor is walked through their immediate needs first. These usually consist of but are not limited to:
    a. Obtaining identification
    b. Obtaining medi-cal
    c. Assessing further trauma counseling
    d. Assessing if any need for drug or alcohol rehab
    e. Elevate Academy through Rebecca Bender's organization
    f. Connect with probation/parole, assist with clearing warrants
    g. Family Reunification if possible, often this process comes later

Once all these things are determined, we work on step 3.

Step 3: EMPOWERMENT THROUGH EDUCATION

A large number of our survivors have not graduated high school. We connect them to an adult program that offers night classes. If they would rather pass the GED exam, we help them get that set up as well. If they have already gone through high school and would like to further their education, we assist them in getting financial aid for community college. If they do not want to further their education, we move on to step 4.

Step 4: JOB PLACEMENT

a) Resumes: Our volunteers work with the survivors to get a resume written. Once written, we have them begin job searches.
b) Job Placement: Olive provides the following, if not limited to dealing with work stress, transportation in both taking to work and picking up from work. We also provide references.

c) Managing Personal Finances: Once a job is found, we help them walk through the steps of getting a bank account. From there, they learn to manage money. This is often a difficult task. These survivors have never been in charge of their own finances, as their previous trafficker would not allow them to have money. From here we move on to step 5.

Step 5: PERMANENT HOUSING

This step is by far the most difficult. Most of our survivors have a criminal background. We work with them on getting a vacatur for the days of when they were trafficked, however this usually is tough to prove and can be a very lengthy process. Any section 8 housing assistance also takes a long time to get through. However, we have made progress with our survivors in this regard, and we come up with creative ways to help them get a place of their own.

Step 6: MAINTENANCE

Now that our survivors are on their own at some point does not mean that they do not need regular maintenance. They did not get in the position they were in by making great choices. We keep connection with them for the purpose of accountability. Also, they know that if they ever get into a bind, they can call us. We would rather have them call us than resort to the old way of prostitution for quick money. Our survivors are always a part of Olive. We have some who have become volunteers.

NOTE: *These steps are simply a "guideline." Any of them are subject to change depending on the needs of the survivor. We will assist in any need the survivor may have to the best of our ability. Each of our survivors is given a choice in everything they need. For example, they get to choose which school they want to attend. They get to choose which rehab program they want. If one does not work, then they get to choose a different one.*

BUDGET TABLE

Agency: Olive Charitable Organization

Project Name: Olive Safe House

Miscellaneous Project Cost:

Administrative Coast (not to exceed 10% of total grant)	$0.00
Supplies	$0.00
Postage	$0.00
Consultant/Counsiling Services	$5,000.00
Maintnance/Repair*	$2,500.00
Publication/Printing	$0.00
Transportation/Travel Required for Business	$3,500.00
Rent (Portion allocated to tis program) *	$15,000.00
Equipment Rental	$0.00
Insurance *	$1,662.00
Utilities *	$7,000.00
Telephone / Internet	$1,301.64
Other Expenses (Specify): Food and clothing	$3,500.00
	$39,463.64

CIP Request Only:

Lead-based paint assessment/abatement	$0.00
Construction/Renovation	$0.00
Consultant/Professional Services	$0.00
Construction Management	$0.00
Other Expenses (Specify)	$0.00
	$0.00

TOTAL CDBG PROJECT BUDGET:	$39,463.64

SUPPORTING DOCUMENTATION: Staff Work Experience

Currently, Olive has one paid staff member. April Molina has been paid through contract services for one and a half years. In order to make this happen, we have reached out to Community Corrections Partnership. They were generous enough to pay her wages until January of 2022.

April Molina came to Olive as a volunteer in February of 2018. She began with simple tasks like running errands and meeting clients. Her role has evolved into much more. She is responsible for all the administration tasks, case management for clients and guiding our team of volunteers.

Work History for April Molina:

> 2001-2011 Had a partnership in a House Cleaning business. Ran day to day scheduling, inventory of supplies, taxes assessments, estimates for potential clients, deep cleaning.
>
> 2012-2014 Sole Proprietor of a House Cleaning business. Ran day to day scheduling, inventory of supplies, taxes assessments, estimates for potential clients, deep cleaning.
>
> 2015-2019 Custodian at Grace Community Church. Duties included, scheduling a cleaning schedule, ordering supplies, receiving shipments, maintenance of property, cleaning inside/outside of church grounds.
>
> 2019-present Administrator/Case Manager for Olive Charitable Organization. Duties include, all administrative tasks, hosting meetings for volunteers, updating board members, case management for all clientele, dividing tasks for volunteers, fundraising, scheduling education presentations, attending conferences/trainings, potential client assessments, updating social media and website.

Volunteer History for April Molina:

> 2001-2019 April Molina spent 18 years volunteering at Grace Community Church. She was incredibly involved in different aspects of ministry. She taught elementary school children, youth ages 13 and up, was on the missionary leadership team, she was active in their outreach program.
>
> 2018-Present April Molina has resurrected the Love Madera campaign. This campaign began when she saw a need for cleaning in the Fresno River. She took her family down there and realized it would take a team of people to help get it done. That fall, 250+ volunteers spread out among 10 different service projects served their city. April Molina is still the current director of this program. She is responsible for attending monthly meetings with Love Our Cities, all social media content, connecting with project

leadership through out the city of Madera, pulling together a rally at Courthouse Park, making sure all the website is updated regularly.

Education for April Molina:

April Molina graduated high school a semester early in January of 1995. Since then she has only recently begun to further her education in the realm of human trafficking. She has completed all required trainings through Fresno Pacific University as well as Trauma YOUniversity. She has attended various conferences and trainings that focus on victim advocacy for sex and labor trafficking. These conferences are “Be Free” through Fresno EOC, “Sexual Attachment” through The Journey Series, and many others. She will be furthering her education beginning this fall in business administration.

MARKETING/OUTREACH PLAN

Social Media Platforms:

Social media is a powerful tool that we have used to spread information and awareness. We have increased in our "followers" on Facebook and Instagram. We went from less than 200 followers to almost 700 followers on Facebook. Instagram has seen a steady increase from less than 20 followers to just over 100 followers. This increase of followers is evidence that the community around us supports our efforts and wants to learn more.

Email Publication:

Olive has an account with Constant Contact. We have 288 subscribers to our email newsletter. We send one out every month with updates on victories for our survivors, volunteer opportunities, educational presentation schedule, and fundraising events. We have about a 55% "open rate" on our newsletter. This means just over half are opening and reading their email that we send out.

Website:

Recently, we have been able to host a website of our own. This allows for eCommerce as well as information about Olive. Our home page has information about how to identify sex trafficking as well as the FBI tip line and the national number to turn in suspected activity. We also host a variety of items for sale.

Service Clubs:

Madera Rotary, Madera Evening Lions and Soroptomist International have been instrumental in hosting Olive and making their members aware of the issues related to this topic. Lt. Foss is a member of Madera Rotary who are strong supporters. April Molina has joined the Madera Evening Lions to keep them updated. Both have a close connection to the Soroptomist International group.

Red Sand Project:

January is Human Trafficking Awareness and Prevention month. Olive participates in this nationwide campaign by hosting the "Red Sand Project." Red Sand Project is a participatory artwork created by Molly Gochman that uses sidewalk interventions and earthwork installations to create opportunities for people to question, connect and take action against vulnerabilities that can lead to human trafficking and exploitation.

**Our plan is to "stay the course." Internet marketing and outreach are the way of the future and we will continue to make progress in this area.*

CLIENT ELIGIBILITY/INCOME VERIFICATION PLAN

Olive maintains a client base that more often than not is homeless and jobless. When we assess a potential client, usually their primary income is prostitution. This is a crime and not a viable or sustainable source of income. We are unique in that we ask them to “quit working” rather than “keep working.”

Once they are no longer prostituting, they become dependent on us to meet all their needs. This can be very costly.

We are a “needs” based organization. If a client has no need to financial help, we help them in other areas where they need assistance.

There is no eligibility requirement to enter our program.

REFERENCES

Mike Farmer	Pastor/Chaplain	4th Street Church	559-706-4202
mfarmer@fourthstreet.org			
Kim Contreras	Community Minister	World Impact	559-455-8995
contreraskimcoach@gmail.com			
Debra Rush	Director	Breaking the Chains	559-283-0065
Alicia Bennett	Property Owner		425-531-2389
akbennett1985@yahoo.com			
Dino Lawson	Chief of Police	Madera PD	559-232-4167
dlawson@madera.gov			
Sally Moreno	District Attorney		559-801-6553
sally.moreno@maderacounty.com			
Robert Blehm	Lieutenant	Madera SO	559-395-5036
robert.blehm@maderacounty.com			

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:

As outlined in the program narrative, Lt. Daniel Foss of Madera Police Department noticed a gap in resources for women who are trapped in the illegal sale of commercial sex. It has been documented by law enforcement agencies and non-profits for about 10 years that commercial sex is mostly the crime of sex trafficking. Sex trafficking means there is a person selling another person to a third person for commercial sex. This crime has only been identified through law enforcement agencies for approximately 10 years. This industry went on being misunderstood for decades. Our resources for this information come directly from local agencies like, Central Valley Justice Coalition, Fresno EOC, Madera Police Department, as well as nationwide agencies like Polaris, Federal Bureau of Investigation, and Thorn. Thorn has developed technology that is used by law enforcement to track the online sales of victims. Having direct ties with law enforcement gives us an edge on this important technology. Currently, when we long onto Thorn's website, we can pull up over 20,000 ads for illegal sale of commercial sex. Not all of those are in Madera, however, we have estimated that on any given day, about 250-300 are in Madera. There is a great need for supportive services of victims of sex trafficking in this area.

Attachment: **EXISTING SERVICES**:

1. List other agencies currently addressing the need or problem described above.
    a. OLIVE Charitable Organization is currently the only agency that offers specialized housing, counseling, and case management for victims of human sex trafficking in Madera City/County.
2. Explain how your program supplements or complements existing services without duplicating them.
    a. Our program works in partnership with other agencies as the needs of the client become clear. When a person enters our program or safe house, they are connected to all the necessary services they need. We walk them through the paperwork, provide transportation to and from appointments, and connect them with any and all services available. We have helped with medi-cal, social security, ID cards, parenting classes, applying for county workforce, etc. Those who are referred to our program, enter the Elevate Academy through Rebecca Bender's non-profit organization that specializes in education for victims of sex trafficking, as well as trauma counseling that specifically targets victims of sex trafficking. If there is a service that is necessary for rehabilitation but unavailable in Madera City/County, we seek it out in other counties. Our goal is to provide all the available opportunities for empowerment and success.
3. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.
    a. OLIVE is an incredibly young organization. We have only been in operation for 6 years and only had our safe house open for 3 months. Our effectiveness is the testimonies of the women who no longer walk the streets but are enrolled in school, have full time jobs, have reunited with family, and have years of successful therapy under their belts.
4. Which National Objective does your program meet?
    a. The national objective that Olive meets falls under LOW/MOD: "**Area Benefit**, **Limited Clientele**, and **Housing**." Through the services offered by Olive, all these criteria are met. **Area Benefit:** Our outreach is specific to street level prostitution. This issue is growing and is usually met with hostility from community members. It is also unsafe for many low-income women and young girls in our community as they are direct targets of traffickers. Sex trafficking touches the lowest level of income the most often. Prevention and assistance to high-risk individuals and victims of sex trafficking reduces crime in most areas of the city, as well as helps to eliminate poverty. **Limited Clientele:** All the clientele of Olive fall into the low/mod category. Olive limits its services to only victims of sex trafficking. The victims have no income of their own, no housing options, no

stable jobs, and no way to provide for themselves. All our clientele has experienced severe abuse and trauma. All the clientele of Olive are homeless when first contact is made. **Housing:** Olive provides a "safe house" specifically designated for victims of sex trafficking. Our shelter provides much needed safety from violence and threats of violence by traffickers. This house is meant to be temporary, but long enough to get our clientele proper trauma counseling for behavioral health issues, obtaining proper identification, reunification with family, referrals to rehabilitation programs, connecting to health screenings, allowing time for housing through state and local programs, and provide workforce/school assistance. All these services are free of charge for clientele.

5. Which measurable objectives does your program meet?
    a. $39,463.64
6. How will your program meet its goals in one year?
    a. Olive's goals are simple, help victims maintain their own personal goals. Olive works with victims to set their own goals. Once those goals become clear, we help victims prioritize the most immediate need to the ones that can happen later. Once priority is established, our job becomes assistance and accountability. Our clients do the work themselves. This builds empowerment within the person and a sense of pride. Once that is establish, the goals become accessible in the mind of the client.
7. What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letter of commitment.
    a. Olive has applied for funding through Community Corrections Partnership Madera County for wages for one employee. The grant monies are tied to AB-109 Public Safety Realignment Act of 2011. Olive fits the profile for this money because we handle a population that is both criminal and victim related. Although we assist "victims" of sex trafficking, often this is translated into the crime of prostitution in the current justice system. The majority of our clients are either on probation or have been charged/convicted of the non-violent crimes of drugs or prostitution. This funding from CCP was approved May 26th, 2021. The funding we are asking from CDBG will be for housing, not wages.
8. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain. (be specific).
    a. Olive hosts an annual dinner/auction to raise funds to be used for direct services for clientele. Since the founding of Olive, giving and fundraising has been on a steady incline. I have attached copies of our tax forms for the last 4 years. Despite our organization being unable to host our annual event during the shut-down of 2020 due to the COVID-19 pandemic, Olive saw in increase in charitable

giving from community members and service clubs. Our annual increase has been evidence that the community sees a need for our organization. As human trafficking becomes more and more evident nationwide, it is imperative that we keep our doors open to those who are vulnerable in the community. The goal we have set for fundraising this year is $30,000.00. We anticipate reaching this goal.

9. What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters, and petitions.
    a. Olive has reached out to local services clubs. Madera Rotary, Madera Evening Lions, UV Cares, and Soroptomist International were among the community members who came in, spent lots of time and money to furnish our building. Each service club was given rooms to make their own. Each room has come out beautifully. They really did a great job making sure it looks and feels like a home. Our team is made up of 17 volunteers from various parts of the community. This does not include our board of directors. We meet monthly to discuss what we can do to improve our services. Each of our volunteers has a position that only they can fill. We have one who takes the women grocery shopping for healthy items every couple of weeks. We have one who provides crafts once a week. We have several who come out to sit and spend time with our women building healthy relationships. Some of our volunteers are available for transportation purposes and some for case management. We rely very heavily on support through volunteering from our community members. We have attached several letters as an example of support from our community partners.
10. If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
    a. Often victims of sex trafficking are not safe in the community they are in. This becomes an issue when city/county monies are involved. If we need to move a victim to a different county for their own safety, we used privately donated money and volunteer hours to facilitate this.
11. When there is an overflow of clients, how is it determined whom to serve?
    a. In the case of overflow of clients, we have partnered with other agencies outside of Madera that we refer them to. We have spent the last 3 years building a network of agencies between Fresno and Merced. Olive has grown at a rapid rate, so we had to have alternative solutions.
12. Discuss your program's/project's successes.
    a. Olive is young in the realm of non-profit organizations. We have been around going on 6 years. In those six years, we have grown from one volunteer helping one client to a team of volunteers, one employee and reaching an average of 8 victims per month. This year, we have been successful in opening our safe house for victims to have a place to be safe while they are rehabilitated. With 5 rooms

available, this makes all the difference in recovery. Having the stability and safety of housing means our survivors can focus on their personal goals rather than survival. All our survivors are at different levels in their recovery. Some are ready to work almost right away. Others may need more counseling before entering the workforce is possible. We have one who came to us through Madera County Sheriff's Office. Since coming into our program, she has entered the workforce, has her own car, and is about to move into her own place. Another survivor is entering a teaching program at Fresno State University. She has spent the last 4 years working hard on herself through counseling, drug rehab, job searches, scholarships, etc. All our survivors are doing exceptionally well where they are right now. Each one has their own success story. We have also been more successful in our educational front. Pre-covid shut down, we were doing 2-3 education presentations per month for the community. During covid shut down, we had to switch our venue to zoom which proved difficult but still successful. In February, Child Protective Services reached out to us and we were able to provide training for over 300 of their employees. This year, we will be partnering with Central Valley Justice Coalition to host a one-day seminar this fall. We have been contacted by California Department of Corrections help them enhance their specialized youth offender program through restorative justice. This will affect the population ages 18-24 years old that are currently incarcerated or at risk of becoming incarcerated.

13. Discuss your program's/project's past performance (2015 to 2020)
    a. As stated, Olive has seen exponential growth in the last 5 ½ years. Olive has gone from one Lieutenant volunteering his time helping one or two victims to a team of 17 volunteers helping multiple victims. Over the last four years, Olive has gone from 1 client to assisting over 20 clients. Olive has spent the last 4 years expanding partnerships with other local law enforcement and human trafficking agencies and have significantly expanded our services. Olive has also made great progress in the last few years with reaching out to area agencies and building partnerships with community service clubs, businesses, and other non-profits. We now offer transportation services, housing options, trauma counseling, help with obtaining proper identification, and assistance with connecting to proper resources. We also assist with navigating all available options through the state of California and beyond. We have a success rate of about 85%, however, we are still in contact with the 15% that did not want our services. In this past year alone, we have not had to do any street outreach ourselves. We have had different agencies reach out to us instead. Those agencies consist of but are not limited to Fresno Probation, California State Parole, CAPMC, Central Valley Justice Coalition, Central Valley Against Human Trafficking, World Impact, Madera Police Department, Madera County Sheriff's Office, Madera County

Behavioral Health, and many others. The number of identifiable victims of human trafficking will only increase in years to come.

14. Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
    a. Olive is the only recorded agency in all of Madera County that directly targets the population of sex trafficked victims. As other agencies have a variety of services, Olive has one. Our focus will remain on street level prostitution. Documentation is in our assessment form. We ask very direct questions during the assessment process to be sure they are a victims of human sex trafficking. The law is clear that there must be a “third party” involved in the selling of sex to a customer. This third party is the trafficker. Once that is identified through our assessment process, we move forward with services. If it is found that this is not the case, we refer to an agency that fits the individual.

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

Dear Mayor and Members of the City Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

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In conclusion, I fully support the efforts of Olive to seek external funding to support a program designed to assist victims of sex trafficking. Any programs that can help women get off the streets and out of the sex industry will benefit our community at large.

Signature

5/26/2020

Date

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May 21, 2021

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Janice A Young

Signature

5-26-2021

Date

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Gabriela Chavez 5.25.21

Signature Date

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May 21, 2021

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May 21, 2021

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Sylvia Anguiano _____ 5/27/2021

Signature Date

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

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Date

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May 21, 2021

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Signature

05/27/2021

Date

SOROPTIMIST
Best for Women

Soroptimist International
Of Madera
P.O. Box 995
Madera, CA 93639

May 25, 2021

To Whom It May Concern:

Soroptimist International of Madera has been supporting The Olive Foundation over the last several years. We wholeheartedly support their vision and goals to assist women and girls who are affected by the cruelness of human trafficking. Our organization's mission statement is being realized by the efforts made by our collaboration with The Olive Foundation.

Over the past several years, we have provided donated items, monetary support, and most recently have helped to furnish and decorate two of the rooms at the safe house established by the Foundation. We plan to continue to support the Foundation with continued monetary support and also volunteer as mentors or in any other capacity, if needed.

Our community will be well served to continue to support this organization well into the future. The needs of the women affected by human trafficking will be long-term, and it will take the resources and support from many people, agencies, and organizations to continue the goals and accomplishments of The Olive Foundation.

Thank you.

Sincerely,

Celeste Voyles

Celeste Voyles, Chairperson
Olive Foundation Committee
Soroptimist International of Madera

Soroptimist is a global volunteer organization that provides women and girls with access to the education and training they need to achieve economic empowerment.

WORLD IMPACT – FRESNO
646 N. Bond St.
Fresno, CA
(559) 455-8995

Manuel & Kim Contreras
mcontreras@worldimpact.org
kcontreras@worldimpact.org

May 26, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

Dear Mayor and Members of the City Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

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Sincerely,

Kim Contreras

Madera Rotary Club

Meets Tuesday Noon at Madera Municipal Golf Course

Rotary Opens Opportunities

Madera Rotary Club
PO Box 135
Madera CA 93639
501 (c) 3
Tax ID 77-0285234

Sandra Avila Mendez
President
(559) 479-0454

Velvet Rhoads
Claudia Densmore
Co-Treasurers
(559) 479-1949

Beverley Iverson
Secretary
(559) 284-1315

May 27, 2021

City of Madera CDBG Grant Division
205 W. 4th Street
Madera, CA 93638

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Rotary

Sandra Mendez, President
Madera Rotary Club

Signature _____ Date 5/27/21

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

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N B Clarkinolaj

Signature

5/27/21

Date

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

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Julia O'Kane

Signature

5-26-21

Date

THE VINEYARD

O.L.I.V.E. Charitable Organization

Overcoming Limitations Through Intervention, Value and Empowerment

RESTAURANT & BAR

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

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Signature

5.27.21

Date

605 South "I" St, Madera, CA 93637 • (559) 674-0923

vineyardrestaurant.com

May 27, 2021

City of Madera CDBG Grant Division
205 West 4th Street
Madera, CA 93638

Dear Mayor and Member of the City Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

Ever since becoming aware of the organization in 2017 I have believed in their mission and work here in our community. This work is imperative to the recovery of the women they help.

I have been fortunate to work closely with them by furnishing the building which has become their safe house. Dan Foss and April Molina have worked tirelessly to make the safe house a reality. The financial support that these grant monies will provide will go a long way in improving the lives of the victims of sex trafficking. Granting this request will ensure Olive's work will continue to serve the most vulnerable members of our community.

I appreciate the way O.L.I.V.E. works closely with so many local organizations, making the safe house truly a community asset. I hope with the City of Madera's help that the safe house continues to thrive for many years to come.

In conclusion, I support the efforts of O.L.I.V.E. to seek external funding to support a program designed to assist victims of sex trafficking. I hope you all see the value this organization provides our community and will give it your full support.

Sincerely,

Alicia Bennett

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

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L. Bradley — 5/27/21

Signature — Date

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

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205 W. 4th Street

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Richard C Rollins — Signature

5/27/21 — Date

O.L.I.V.E. Charitable Organization

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Cynthia Ramos — 05-27-2021

Signature — Date

O.L.I.V.E. Charitable Organization

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May 21, 2021

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I have worked closely with Olive over the last two years as they have worked tirelessly to open their new safe house. The financial support that this grant monies will provide will go a long way in improving the lives of the victims of sex trafficking. Granting this request will ensure Olive's necessary work will continue to serve the most vulnerable members of our community.

With Olive being the only support for victims of sex trafficking in the city and county of Madera, it is my personal belief that we should all do what we can to make sure they can continue their good work.

In conclusion, I fully support the efforts of Olive to seek external funding to support a program designed to assist victims of sex trafficking. Any programs that can help women get off the streets and out of the sex industry will benefit our community at large.

Signature

5.27.2021

Date

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

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Jennifer Lee-Tates

Signature

05/27/2021

Date

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

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With Olive being the only support for victims of sex trafficking in the city and county of Madera, it is my personal belief that we should all do what we can to make sure they can continue their good work.

In conclusion, I fully support the efforts of Olive to seek external funding to support a program designed to assist victims of sex trafficking. Any programs that can help women get off the streets and out of the sex industry will benefit our community at large.

Billy Yates

Signature

05/27/21

Date

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	May 27, 2021
Applicant Name:	Pequenos Empresarios Inc
Physical Address:	16905 Rd 26 Suite #103, Madera, Ca. 93638
Mailing Address:	414 Elm St, Madera, Ca. 93638
Program Name:	Virtual Program
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	45-5640209
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	Leonor Hipolito President (559)7184801 bs.pequenosempresarios@gmail.com
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	Leonor Hipolito President (559)7184801 bs.pequenosempresarios@gmail.com
Amount Requested: $	44,900

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☐ No dividers	☐ Grant Application Coversheet
	☐ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☐ Program/Project Timeline
	☐ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☐ References

Submittal Option

1) Email to: aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

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

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. KidsHealth, Childming.org, and unicef

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

budget attachment

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

Which National Objective does your program meet? attachment.

Which measurable objectives does your program meet? $ 0.00

How will your program meet its goals in one year? attachment

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

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

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

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
Our request funds will be to serve children residing within the City of Madera, Ca

When there is an overflow of clients, how is it determined whom to serve?
Children are selected on a first come first serve basis.

Discuss your program's/project's successes.
attachment.

Discuss your program's/project's past performance (2015 to 2020).
attachment

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

attachment.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	21,040	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	140	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		x
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	yes	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		60	20		30	10		
GENDER	Female	60						
	Male	80						
FEMALE HEAD	15							

Ethnic Categories*	No.
Hispanic or Latino	140
Not-Hispanic or Latino	
Racial Categories*	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

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

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: pequenos empresarios

PROJECT NAME: Virtual Program

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	
Postage	
Consultant Services	0.00
Maintenance/Repair	0.00
Publications/Printing	
Transportation/Travel Required for Business	0.00
Rent (portion allocated to this program)	
Equipment Rental	0.00
Insurance	
Utilities	
Telephone	
Other Expenses (Specify):	

attachment.
budget attachment.

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

attachment.

TOTAL CDBG PROJECT BUDGET: $ 0.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

2. Note complaints that have been received, etc.

   n/a

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

   Wellsfargo, Latino Community, Consulado de Mexico, and Fresno Area Chamber

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Adriana Saldivar	Program Manager	LatinoCommunityFoundation	559-827-5373	asaldivar@latinocf.or
Maria Fernandez	Community Department	Mexican Consulate	559-233-3065	mcamara@consulmexfresno.net
Armando Jimenez	Insurance	New York Life Insurance Company	559-824-6904	ajimenez@ft.newyorklife.com

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Last thursday of every month

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

6

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

3 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 10/28/2013

IRS Employer Number: 45-5640209

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom? no audit requirements form wellsfargo

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

If so, for how much? _____

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

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Pequenos Empresarios Inc do hereby resolve that on May 27, , 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: May 27, , 2021

AGENCY NAME: Pequenos Empresarios Inc

ADDRESS: 16905 Rd 25 Suite #103, Madera, Ca 93638

TELEPHONE: (559)718-4801

Email Address bs.pequenosempresarios@gmail.com

By: Leonor Hipolito

President of the Board of Directors

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

By: Leonor Hipolito

Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

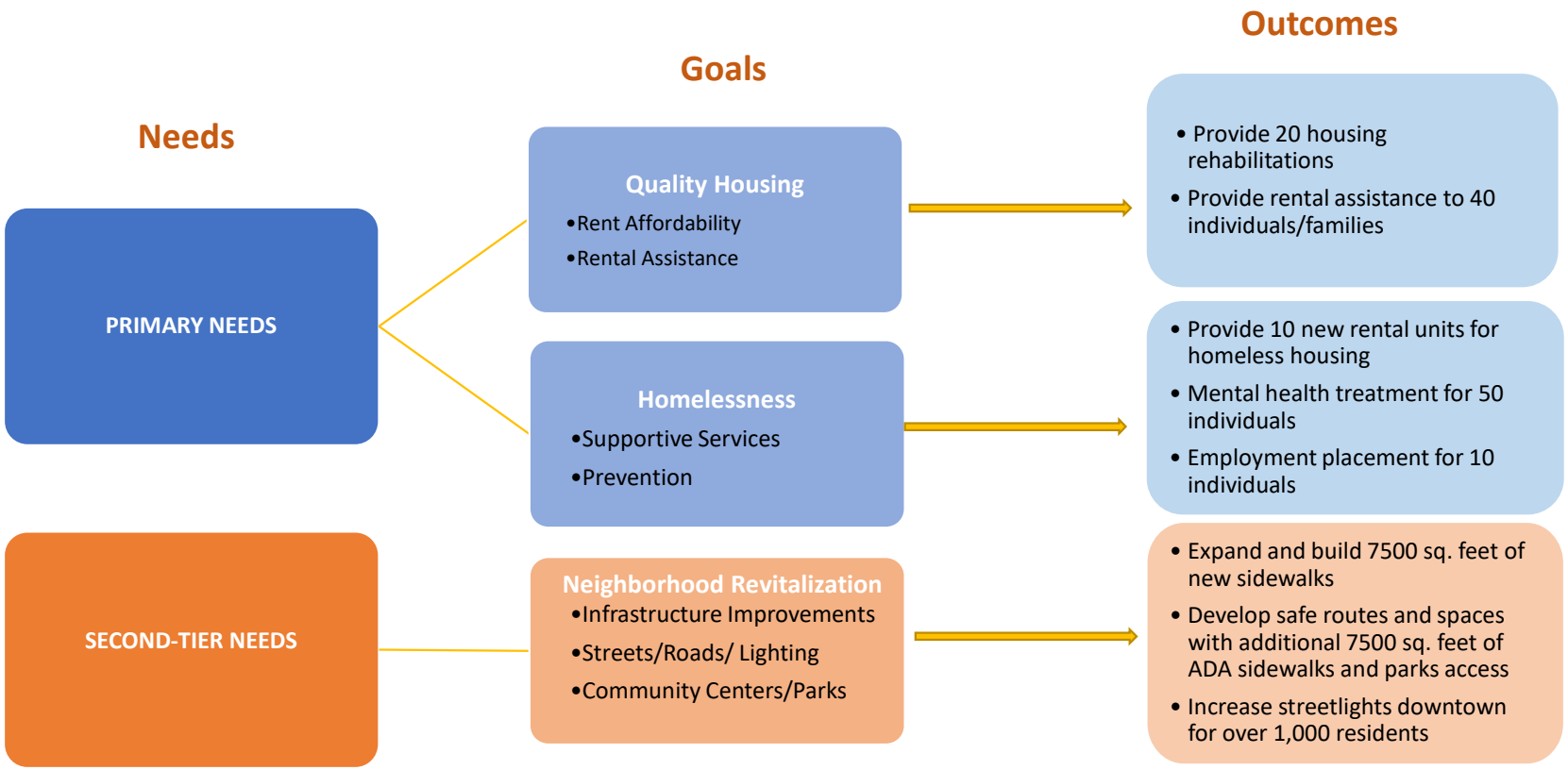
DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Queston No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
Total		

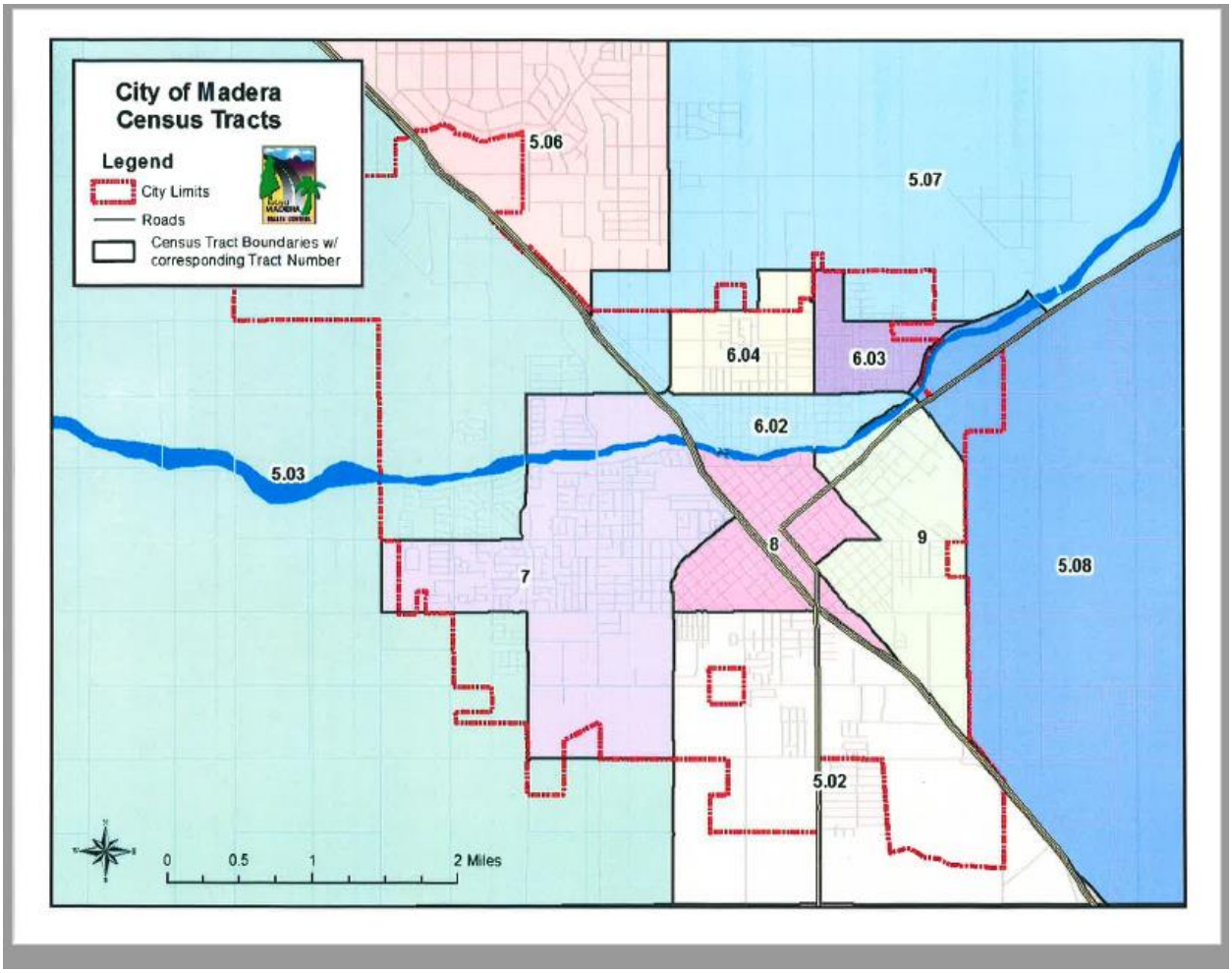
Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



ATTACHMENT

Please see answers below to some of the questions in the application.

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

Our services are geared towards reinforcing the core subjects to better prepare students and help them increase their grades. Additionally, students are tough healthy habits that are normally lacking in regular schools such as discipline, goal setting and personal development .

_____

Which National Objective does your program meet?

We will be meeting National Objective number two and three. Public Services Services that assist abused, abandoned or neglected children. Mental health services and facilities. Senior services. Economic Development: Financial assistance for low-income individuals to create or expand a business. Programs to assist with job skills development and job placement.

_____

Which measurable objectives does your program meet?

our measurable objectives are met by mentoring these children to become successful entrepreneurs and businessmen by the improvement of reading, comprehensive, and verbal communication as well as writing communication

_____

How will your program meet its goals in one year?

Our goal is to improve their grades and grade point average from the start of the program to the completion of the program. We have many programs in place to meet there's objectives including, but not limited to: Writing, assignments, reports, presentation and accountability for one's actions.

_____

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

We are a Non-profit organization and as such as the community for support in the form of fundraisers, donations, and grants.

_____

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

ATTACHMENT

We have been successful in obtaining a grant from WellsFargo, FordDream, CaRelief, Armando Jimenes, and a grant from Eidl. Our goal is to reach out to the financial institution and successful businesses in our community requesting funding for our program.

_____

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

_____

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

Services will not be offered outside the Madera city limits.

_____

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

We give priority to low income families. Parents complete an application where they share their combined income. Children are selected on a first come first serve basis.

_____

Discuss your program's/project's successes.

We successfully helped more than 100 kids and their parents complete the program where many of them have started their own business and because of this obtained additional income that prevented them from possibly becoming homeless. Additionally, since the program inception, 90% of the students who have received the services have considerably increased their school grades and their social and communication skills.

Discuss your program's/project's past performance (2015 to 2020).

In our eight years of serving the community, the Pequenos Empresarios program has grown each year. We have increased the number of children enrolled in the program. As well as Pequenos Empresarios have been improving the workshops for a better performance each year. We are happy to say that our parents' community love and support the program. Our programs have been recognized by other organizations to be a great program for kids.

_____

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

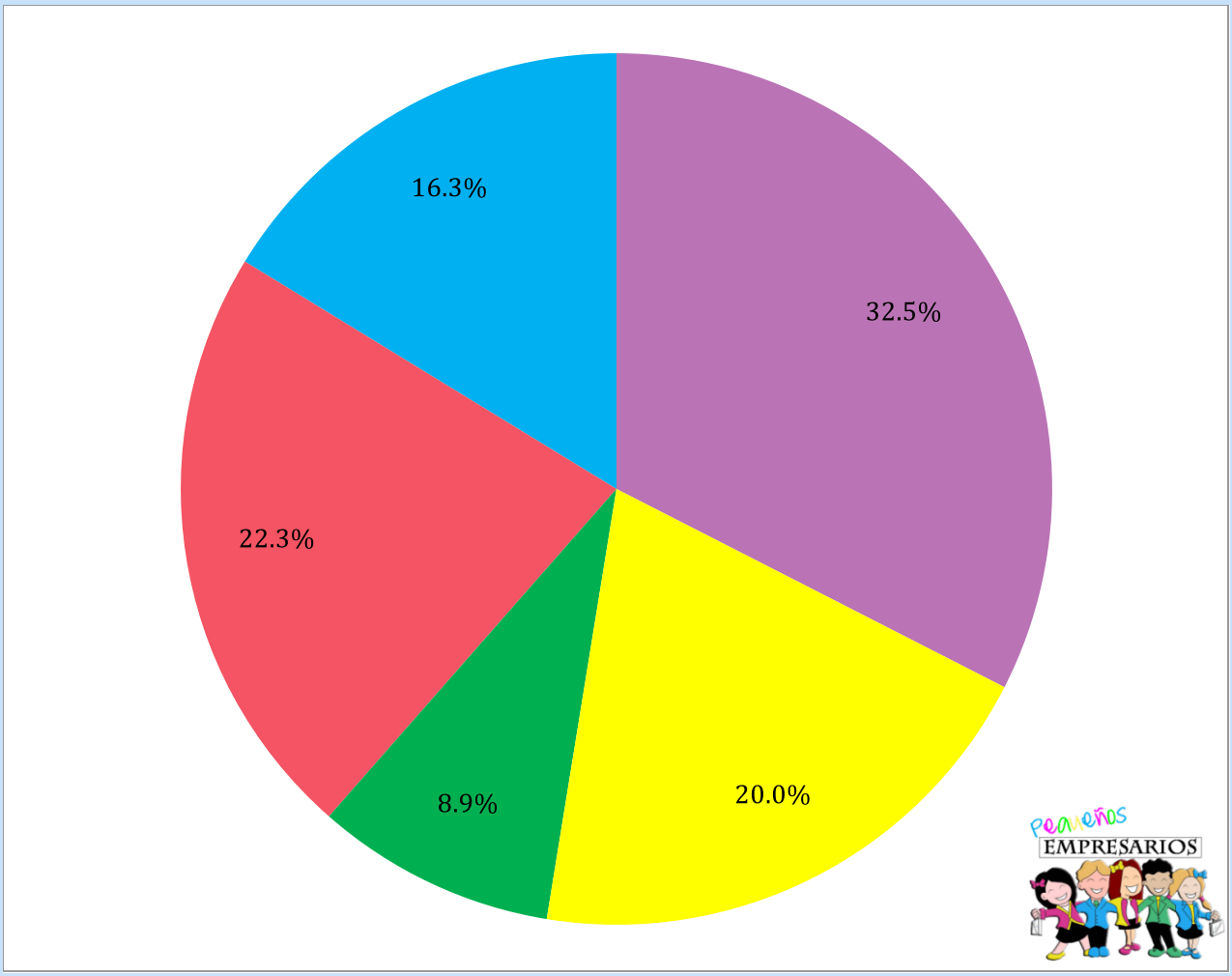
Surveys, Feedback, Reviews, and a questionnaire at the end of the program for parents to answer.

Virtual Program

16 weeks/ 100 hours **50 Students**

Budget Summary Per Child

CATEGORY	ESTIMATED	ACTUAL	OVER/UNDER
Administration	292.00	292.00	0.00
Staff	180.00	180.00	0.00
Workshops	80.00	80.00	0.00
Supplies	200.00	200.00	0.00
Graduation	146.00	146.00	0.00
Total Expenses	**898.00**	**898.00**	**0.00**



CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	
Applicant Name:	Madera Coalition for Community Justice
Physical Address:	219 S. D St.
Mailing Address:	
Program Name:	Madera Rental Assistance Program
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	77-0391942
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	Lourdes Herrera Director 559-661-1879; lourdesh@maderaccj.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	Same as above
Amount Requested: $	77,300

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ■ Font: 12 point ■ Paper: 8 1/2 x 11 ■ Single-sided, no double-sided pages, single-spaced and numbered consecutively ■ One-inch top, bottom, left and right margins ■ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ■ No dividers	■ Grant Application Coversheet
	■ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	■ Program/Project Timeline
	■ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	■ References

Submittal Option

1) Email to:
aestrada@madera.gov

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

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

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

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

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

Which National Objective does your program meet? See narrative

Which measurable objectives does your program meet?

How will your program meet its goals in one year? See narrative

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

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

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

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

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

Discuss your program's/project's successes.
See narrative.

Discuss your program's/project's past performance (2015 to 2020).
See narrative.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

See narrative.

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

There is nothing more devastating to a family short of a life-threatening illness like COVID-19 than being homeless because it disrupts every aspect of the day-to-day lives of family members. Likewise, there is nothing more destabilizing for a community than to have a large number of residents suddenly becoming homeless with no housing especially given the area's static housing stock. There is the obvious health and safety dangers posed. But stressors begin building up long before the actual eviction causing an increase in domestic violence, child abuse, drug and alcohol abuse which take a frightful toll on families. As such, it is the most pressing emergency need in Madera even more so than food security.

The need for affordable housing has been documented in the local jurisdiction's housing plan and HUD Consolidated Plan for multiple decades. Same is reflected in Madera County and Chowchilla's planning documents. The need has become more acute with each succeeding year as families looking for housing outstrip the production of new housing. This reached crises proportions with the advent of COVID. The specter of rising homelessness was an existential threat but for the federal CARES Act I & II which staved off massive evictions by providing a temporary reprieve. However, the rental assistance was earmarked for those who were directly impacted by COVID. However, there are many families who were indirectly impacted the pandemic in a myriad of ways but ineligible for rental assistance. Thus, the current Housing Is Key's Emergency Rental Assistance Program is used sparingly by tenants behind in their rent. MCCJ's experience in managing the CDBG COVID-19 rental assistance is that approximately a third of the applicants are eligible and/or able to provide documentation supporting their claims. Separately, AB 1482 and 3088 and SB 91 have been a collective godsend. But once again, they strictly target those directly impacted by COVID-19. Once again, the overwhelming majority of tenants struggling with rent payment are simply not covered. But for the aforementioned laws and other actions taken by the state and the courts, there would be a deluge of evictions. As it is, many families are teetering on the brink of homelessness, experiencing transitory homelessness, overcrowding and/or overpaying for housing.

The need for rental assistance in the City of Madera is an understatement.

Overarching goal is to keep families facing loss of housing housed whether by keeping them in their current housing and failing that, putting them in new housing. In that connection, a secondary goal ensuring that their utilities are uninterrupted. rules will be put in place and implemented to ensure that the funds are conserved, safeguarded and judiciously managed in order to maximize the number of families assisted.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. Explain how your program supplements or complements existing services without duplicating them.

The City is preparing to release approximately $350,000 in rental assistance for tenants facing eviction due to loss of income attributable to COVID-19. Likewise, the County is contemplating earmarking a small amount of money for rental assistance from its CDBG allocation. Once again, both programs target those directly impacted by COVID-19. Both MCCJ and CAPMC are in line to receive funding from the City to assist with disbursing the rental assistance.

CAPMC and CVOC receive money from other sources that they use to assist tenants unable to pay rent. Neither require documentation of COVID-10. However, the amount is approximately $500 and in the case of the latter, only migrant families are eligible. Suffice it to say that the pool of rental assistance for non-COVID impacted tenants facing eviction is small and totally inadequate.

Madera County Department of Social Services provides welfare recipients facing imminent eviction with the first month's rent and security deposit. However, this is confined to families on public assistance and most are tenants are not receiving cash assistance or eligible due to legal status. More importantly, this fact is provided after the fact and not to keep families from losing their housing in the first instance. The fact of the matter is that it is near impossible to find new housing once evicted notwithstanding availability of first month's rent and deposit.

To the extent that MCCJ will be assisting families unable to pay rent due to COVID in the forthcoming fiscal year, the proposed Madera Rental Assistance Program will seamlessly work in tandem with the existing program that will be receiving a replenishment of funds in the upcoming fiscal year. It affords MCCJ the flexibility to assist tenant families by resorting to the most appropriate one. Additionally, MCCJ operates PG&E's Reach program and California Public Utility Commission's TEAM program. The former is a utility payment assistance program and the latter a utility bill dispute. Further, staff will refer home-owners who are behind in mortgage payments to California Rural Legal Assistance that assist in loan modifications. Still further, as it did previously, MRAP will be able to continue counseling tenant families about employee sick pay due to COVID (SB95), other rights and various income replacement opportunities making it a holistic program, i.e., one- stop shop.

MRAP will do the following:

- Assist families facing eviction due to nonpayment of rent which are not COVID related; Amounts will vary between $500 to $1500.
- Households seeking assistance will be provided with and required to complete an application and furnish supporting documents. All applications will be reviewed to determine the merits of their requests and amount of assistance granted. Decision whether to issue a grant and the amount will be completed within 48 hours. All payment disbursed will be made to the vendor (e.g., landlord). Staff will investigate to verify information provided.

- Staff will conduct outreach to publicize the program to residents of the City of Madera through its community networks and recruit the assistance of local agencies, nonprofits and faith institutions to refer clients in need. Staff also utilize local media (e.g., Madera Tribune, Radio Bilingue, Univision, etc.) as well.
- Services will be provided during business hours on a daily basis from MCCJ's office in downtown Madera. The manner in which intake will occur will be in-person, by phone, digitally or virtually depending on the State and local protocol governing COVID-19.
- If applicable, information, assistance or referral to Housing Is Key.
- All applicants seeking financial assistance will be counseled on the availability of other resources, financial assistance, benefits, rights & job protections, and services to assist the distressed families in more than just preventing evictions and utility shutoffs. (E.g., income replacement(UIB & CARES Act expansion, Pandemic Unemployment Assistance, SDI, Paid Family Leave); paid or unpaid leave (California Paid Sick Days, Supplemental Paid Sick Leave for Food Sector Workers, Family Medical Leave Act & California Family Rights Act, California Family School Partnership); private and government relief funds; housing rent deferment and mortgage forbearance programs and options; health advisory; local food distribution and free meal sites, etc.) Also, immigrants will be informed about eligibility for various public programs.

Program Protocol

Maximum monthly rental assistance or mortgage payment is $1000 per households. Allowable maximum is $4500.

Eligibility

- Applicant family must reside in the City of Madera at all times relevant to the making of the application.
- Applicant must be either low- to moderate income according to HUD income guidelines.
- Applicant families who have been evicted and currently without housing are eligible for first month 's rent and security deposit of up to a maximum of $15

  Applicant who formerly lived in a household that received financial assistance under this program (rent, mortgage and/or utilities) will be ineligible to request assistance in his/her own stead. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.)

- Financial assistance allowable for obtaining new housing not resulting from eviction.

Assistance amounts

- Maximum monthly rental assistance is $1000 per household. Grant will cover as many months as allowable per the maximum of $1500.
- Each household is eligible to request assistance once.

Time period

- No financial assistance payment allowed that predate March 1, 2020.
- Any retrospective application of financial assistance toward a month prior to March 2020 is not allowed. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.

Priorities

Each application will be rated based on the following priorities in no particular order other than assuring that affected families remain housed and with essential services.

1. Payment of assistance will stop the eviction process and allow the family to remain in the home.
2. Applicant has explored the potential of entering into repayment plan to extinguish arrearages in order to reduce the amount of assistance payment needed.
3. No current income and/or savings.
4. Likelihood of re-employment or future employment or receipt of other income sources.
5. Ineligible for federal stimulus or state funds.
6. Ability to come up with matching funds to reduce the amount of assistance needed.
7. Likelihood of success in remaining housed or finding new housing if assistance is provided.
8. Imminence of loss of housing.
9. No other viable options available. Applicants are required to take advantage of other options. This is a program of last resort.
10. First come, first served.

Timeline: This program will commence once it is funded which is anticipated to be the beginning or early June and it will continue until June 30th or later until all the funds allocated for financial assistance to households facing evictions or utility shutoffs are exhausted.

Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

No.

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

There is a possibility of augmenting this program with Fresno/Madera United Way funding. MCCJ is the Madera partner. However, this has yet to be determined by the organization at this time. If and when this happens, MCCJ will be coordinating those resources with funds secured by this application.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

The pandemic really tamped things down. While it did not initiate a formal survey, through its many different projects at different sites and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made aware of the dire housing needs especially now when they have been ratcheted up due to the pandemic from all these different sources. In that regard, the fear of evictions and utility shutoff cascading in the months ahead has been a real pressing concern.

There were no records maintained that documented this need.

When there is an overflow of clients, how is it determined whom to serve? Discuss your program's/project's successes.

Every client will be interviewed. If they are not eligible or otherwise no receiving a grant, they will still receive counseling and referrals made where appropriate.

Discuss your program's/project's past performance (2015 to 2020). Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

MCCJ has been receiving CDBG funding since 2001 for different projects. As it relates to the current application, it received CDBG funding in 2020 to assist in providing rental assistance to families suffering income loss due to COVID impact. The organization will successfully complete the program allocating the entire amount of the grant by June 30, 2021.

Month 1: Recruit and hire staff (coordinator and supervisor; training; establish office procedures; implement programmatic logistics; develop info handout; conduct outreach to publicize program and coordinate referrals.

Month 2 through end of program: See clients Monday to Friday from 9 am to 5 pm and by appointments also -- interview, review application requesting financial assistance, counseling and referral. Continue outreach in community. Use media (Univision and Radio Bilingue) to outreach to Spanish-speaking families

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

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of goals and compliance with budget outlay.

There are important indicators that will measure the number of applicants reached and served. A scoring rubric will be developed to allow staff to score each application to determine award of grant. Information from each application will be entered on to a tally sheet review by program manager and provided to the City upon request for purposes of ongoing monitoring of program.

Which National Objective does your program meet?

Low- to moderate-income citizens will have access to safe, decent, and affordable housing.

Prevent and reduce homelessness.

Which measurable objectives does your program meet?

Program will forestall evictions due to a rent arrearage where applicants have no means to pay both current and future rent. Alternatively, program will allow the applicants to find new housing notwithstanding the imminence of eviction.

How will your program meet its goals in one year? What financial resources, other than City are available for this program?

Given the paltry amount that is requested in the face of the high demand, it is anticipated that the funds will be quickly exhausted. The program will continue to operate to assist other tenants facing eviction by counseling and making referrals to other resources.

There are no other resources.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	3000	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	300 - 400	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				175	150	55	25	5
GENDER	Female	290						
	Male	110						
FEMALE HEAD	125							

Ethnic Categories*	No.
Hispanic or Latino	300
Not-Hispanic or Latino	100
Racial Categories*	
American Indian or Alaska Native	
Asian	10
Black or African American	30
Native Hawaiian or Other Pacific Islander	2
White	68
Other	

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

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: Madera Coalition for Community Justice

PROJECT NAME: Madera Rental Assistance Program.

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$ 3,000.00
Supplies	500.00
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	1,200.00
Equipment Rental	
Insurance	600.00
Utilities	
Telephone	900.00
Other Expenses (Specify):	71,000.00

Salary of Program Coordinator - 11,000.00 (salary/benefits)
Rental Assistance - $60,000.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 77,300.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

2. Note complaints that have been received, etc.

   N/A

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

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Eddie Ocampo	Director	Self-Help Housing	559-802-1683	EddieO@selfhelpenterprises.org
david Hernandez	Director of Comm. Services	Madera Unified school Dist.	559-416-5814	davidhernandez@maderausd.org
Nayamin Martinez	Director	CCEJN	559-907-2047	nayamin.martinez@ccejn.org

Attachment 2

Application Page 2

- There is no supporting documentation of staff work because a new employee will be recruited, interviewed and hired.
- Marketing/outreach plan is contained in the narrative of the application.
- Client eligibility will be verified in the application process.

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1. Citizen Support – See discussion in narrative.
2. None.
3. In 2020, as lead organization in the 2020 Census Campaign, MCCJ collaborated with over 60 agencies, organizations, religious entities, state, regional, county and city officials and staff.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? monthly

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

5-8

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

4 Minimum 12 Maximum

Please provide the following information:

Date of Incorporation: 1993

IRS Employer Number: 77-0391942

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation. NA

How often are financial records audited, and by whom? Craig & Associates

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

If so, for how much? NA

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

NA

List any outstanding obligations:

NA

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on 5/25/21, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: May 25, 2021

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 219 S. D St.

TELEPHONE: 559-661-1879

Email Address: Maderaccj@yahoo.com

By: _____
President of the Board of Directors

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

By: Lourdes Herrera
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: aestrada@madera.gov
559-661-3690

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: City of Madera, Parks & Community Services
Physical Address: 701 East 5th Street, Madera, CA 93638
Mailing Address: 701 East 5th Street, Madera, CA 93638
Program Name: Madera Senior Nutrition & Recreation Programs
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: 94-6000365
Grant Administrator (Principal contact) First & Last Name and Title: Alex Estrada, Grants Program Manager Telephone Number and Email Address: (559) 661-5451; aestrada@madera.gov
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Arnoldo Rodriguez, City Manager Telephone Number and Email Address: (559) 661-5402; arodriguez@madera.gov
Amount Requested: $ 100,000.00

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ■ Font: 12 point ■ Paper: 8 1/2 x 11 ■ Single-sided, no double-sided pages, single-spaced and numbered consecutively ■ One-inch top, bottom, left and right margins ■ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ■ No dividers	■ Grant Application Coversheet
	■ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	■ Program/Project Timeline
	■ Budget Table
	■ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	N/A Marketing/Outreach Plan
	N/A Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	■ References

Submittal Option

1) Email to:
aestrada@madera.gov

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

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

The City of Madera's Parks & Community Services (PCS) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas because of aggressive CDBG goals, as well as an improved marketing and program plan and an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service levels to Madera's seniors.

PCS employees manage senior services and programs at two congregate sites throughout the City. Staff is seeking CDBG resources in the amount of $100,000.00 to support staffing, supplies and associated programming costs for our suite of senior activities which are in Madera's disadvantaged neighborhoods at the Frank Bergon Senior Center and the Pan-American Community Center.

The requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

1. Senior Meal Program – With the COVID-19 pandemic, the meal service to congregate seniors and home delivered meals was shifted from City management to the Fresno Madera Area Agency on Aging (FMAAA). FMAAA has been administering this meal service since May 2020. Staff anticipates that when Governor Newsom opens the state on June 15th, the City will be able to resume regular programming and services at the congregate sites. This would include providing a nutritious and balanced meal five days per week throughout the year, excluding holidays at the City's two senior sites. Additionally, the City anticipates resuming the administering of the Meals on Wheels program which delivers seven nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors.
2. Wellness and Nutrition Programs – Fitness programs offered throughout the week could include Tai-Chi, aerobics, Yoga, walking, Zumba, balance & stretching and others. Nutritional healthy food education/classes are provided on a regular basis. Presentations on enhancing wellness, improving healthy living, managing depression, and safety at home are given regularly.
3. Recreation and Educational Programs – The City augments its daily service for seniors with a variety of recreation and educational programs that includes discussions on senior fraud/scams led by local law enforcement, technology related programs, arts & crafts, social dances, karaoke, and a wide variety of local excursions and regional trips.

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

The City of Madera is the only agency within the City that provides seniors with home delivered and congregate meal services and the variety of programs that the City's PCS Department offers.

Explain how your program supplements or complements existing services without duplicating them.
Not applicable.

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

1. Goal #1: The City will add new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier lifestyle.
    a. Objective #1: The City will provide regional excursions that expose seniors to art galleries, special cultural events, garden exhibits, farmer's markets, and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.
    b. Objective #2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.

2. Goal #2: The City will expand their wellness and educational programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.
    a. Objective #1: The City will provide wellness programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem. The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.
    b. Objective #2: The City will partner with other agencies to educate our seniors through presentations on the dangers of lead-based paint, fair housing rights, and how to prevent homelessness.

Which National Objective does your program meet?
The City's Senior Service Program meets the national objective of benefiting low- and moderate-income persons. Nearly all program participants meet the low-income criteria. In the rare instance where this is not the case, all program participants are seniors and therefore meet the qualifications as defined by CDBG.

Which measurable objectives does your program meet?

1. Objective #1: The program attendance for the areas listed above remain constant or realize up to a 5% increase in duplicated services provided over the grant period.
2. Objective #2: The average score on self-reporting surveys for life satisfaction will rise 5% over the grant period.

How will your program meet its goals in one year?
The City's Senior Services Program goals will be met by monitoring monthly meal consumption

and quarterly reports. The City will ensure low- and moderate-income persons are receiving the meals. Participation sign in sheets are used to monitor the programs and usage for social interaction, recreation and educational programming detailed in this grant application.

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
The FMAAA offers grant funding to help offset costs of senior services programs. As of May 15, 2021, the FMAAA has not committed to grant funds to provide support for the City's Senior Meal Program for the upcoming year due to the COVID-19 pandemic. Seniors may choose to anonymously make voluntary donations to the programs at a suggested donation of $2.50/meal. Seniors are not denied a meal and City staff does not track who donates resources and who does not. The City of Madera's General Fund provides gap funding to cover the delta between revenues received and expenditures. Other fundraising efforts occur periodically throughout the year; modest support of senior programs is achieved through fundraising.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
Due to ongoing closures at the senior centers, no voluntary donations for the current fiscal year are being projected. City staff is hopeful that some level of fundraising revenues will be possible for the upcoming fiscal year; however, no assumptions are being made about that revenue at this time considering the ongoing impacts of COVID-19. The City's General Fund available to the PCS Department has also decreased in step with the economic downturn and has not recovered in recent years.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
The City of Madera annually evaluates the senior program through a series of surveys and receives feedback from the City of Madera Vision 2025 subcommittee. The subcommittee meets regularly to discuss a variety of topics and gives valuable input on programs and services, including those for seniors. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback data. Due to the COVID-19 pandemic and ongoing closure of the senior centers, the senior surveys have not been completed for the current fiscal year.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
Services are not offered outside of City limits.

When there is an overflow of clients, how is it determined whom to serve?
The City of Madera has not previously had an issue with an overflow of clients for the meal program. There is a waitlist system in effect in the event of an overflow of clients, with additional resources to assist the wait listed clients.

Discuss your program's/project's successes.
The City supports Madera's senior residents through comprehensive meal and

recreational/educational programming. Without these senior programs, many participants would live in isolation without the guarantee of adequate nutrition. The recreation and fitness component provide the opportunity for the senior to have social interaction, engagement, improved vitality and overall increased wellness. Participants describe the senior programs as their home away from home and a reason to get up each morning. These programs aid in helping them with their overall mental health. These services are nutritional, educational, and a key factor in Madera senior's social interactions.

Discuss your program's/project's past performance (2015 to 2020).
The suite of programs provided to seniors through CDBG resources has consistently met program goals and objectives in the 2015 to 2020 timeframe. The availability of CDBG funding has aided the City in providing tens of thousands of individual interactions with the community's senior citizens; be it providing a hot meal, an opportunity to dance or exercise, a sympathetic listening ear, or a referral to an outside service group or agency. Over the past five years, the City has provided a core of essential services such as the meal program and wellness activities; but at the same time, in consideration of requests from the client population, new activities and programs have been introduced. The seniors have experienced new adventures through our excursion and regional trips. They have been to farmer's markets, museums, famous Hanford Ice Cream shop, the Sanger Depot, and so much more. The City has always been cognizant of increasing its outreach to help underserved individuals in the community and CDBG resources have been leveraged year after year to increase both duplicated and unduplicated program participants. While no congregate meals were served this fiscal year due to ongoing closure of the senior centers impacted by COVID-19 pandemic, staff has strived to continue to keep in touch and make sure seniors have all access to resources. City staff has reached out with wellness calls each week and delivered to their home's monthly wellness baskets.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
New services are highlighted in the PCS Activity guide, which is published in both print and online versions twice a year. Periodic reporting to internal and external CDBG program monitors includes documentation of new programs and attendance figures.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	5,640	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	250	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
1. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 – 5	6 – 12	13 – 17	18 – 34	35 – 54	55 – 59	60 – 64	65 +
							50	200
GENDER	Female	175						
	Male	75						
FEMALE HEAD	N/N							

Ethnic Categories*	No.
Hispanic or Latino	150
Not-Hispanic or Latino	100
Racial Categories*	
American Indian or Alaska Native	6
Asian	5
Black or African American	20
Native Hawaiian or Other Pacific Islander	4
White	75
Other	140

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

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera, Parks & Community Services
PROJECT NAME: Madera Senior Nutrition & Recreation Programs

MISCELLANEOUS PROJECT COSTS:

Administrative Costs	
Supplies	$5,900.00
Postage	
Consultant Services	$500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	$50.00
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	$1,000.00
Telephone	$3,000.00
Other Expenses (Specify): Staff Salaries	$90,328.00
Other Expenses (Specify): Staff Benefits	$56,108.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 156,886.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
   The City of Madera surveys senior program participants annually and receives feedback from participants. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback data. Due to the COVID-19 pandemic and the closure of the senior centers, the annual survey was not given to the seniors. Staff has made weekly wellness calls to participating seniors since early 2020.

2. Note complaints that have been received, etc.
   No complaints have been received to-date.

3. Evidence of collaboration with other agencies within the community.
   The City's Parks and Community Services Department has successfully partnered with the following agencies:
   a. Fresno Madera Area Agency on Aging (FMAAA)
   b. SER-SCEP - jobs for progress
   c. Madera County Office of Education
   d. Senior Companions
   e. Madera Police Department
   f. Community Action Partnership of Madera County (CAPMC)
   g. Madera County Department of Social Services
   h. Camarena Health
   i. Madera Food Bank
   j. Madera County Public Health Department

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three

references. Staff will contact references and obtain "Yes" and "No" responses for the

following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this

organization/agency?

- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Jean Robinson	Director	Fresno Madera Area Agency on Aging (FMAA)	559.214.0299	jrobinson@fmaaa.org
Peggy Mendibles	Compliance HR	SER-SCSEP	559.452.0881	pmendibles@sercalifornia.org
Lorraine Valencia	Program Director	Senior Companions	559.498.6377	lvalencia@ccdof.org

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet?

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

What was the average number of Board members attending meetings last year? 7

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

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-6000365

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

Santos Garcia, Mayor, Central Valley Labor Council, 3 years of service
Artemio Villegas, Mayor Pro Tem, 1 year of service
Cecelia Gallegos, Councilmember, Teacher, 5 years of service
Jose Rodriquez, Councilmember, Self-employed, 5 years of service
Steve Montes, Councilmember, Code Enforcement for City of Fresno, 3 year of service
Anita Evans, Councilmember, 1 year of service

The Mayor and each Council Member may be reached at the following:

Madera City Hall
205 W. 4th Street
Madera, CA 93637
(559) 661-5409

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.
The Fresno Madera Area Agency on Aging (FMAAA) has provided financial assistance for the City's senior programs, including recreation, leisure, and meal programs. The level of funding is subject to availability of federal funds offered as a result of the Older Americans act

of 1965. As of May 15, 2021, the FMAAA has not committed to any level of funding for the City senior meals program in Fiscal Year 2021/22 due the ongoing COVID-19 pandemic. The City of Madera's General Fund provides gap funding to cover the shortfall of revenue needed to host the suite of senior programs.

How often are financial records audited, and by whom?
Senior Service budgets are tracked regularly by staff and are subject to quarterly review by PCS Department staff. The Senior Program is subject to being audited at least once annually in conjunction with the City's annual audit. Separate annual audits are conducted by the Fresno Madera Agency on Aging (FMAAA) in years funds are received.

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

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

List any judgments or pending lawsuits against the agency or program: None

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of N/A do hereby resolve that on 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: May 28, 2021

AGENCY NAME: City of Madera, Parks and Community Services

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

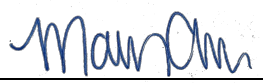
TELEPHONE: (559) 661-5495

Email Address arodriguez@madera.gov

By: _____

President of the Board of Directors

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

By:  Mary Church for Arnoldo Rodriguez

Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: May 28, 2021, 5:00 p.m.

CITY CDBG CONTACT: aestrada@madera.gov 559-661-3690

Staff Work Experience

Arnoldo Rodriguez, AICP, City Manager & Interim Parks & Community Services Director

Mr. Rodriguez joined the City of Madera as City Manager in December 2018. As the City Manager, Arnoldo oversees all services and provides sound recommendations to the Council. Prior to being appointed as a City Manager, Arnoldo served in various capacities in urban planning for over 16 years. He holds a bachelor's degree in Criminology from the University of California at Irvine and attended Cal Poly San Luis Obispo's Urban Planning Program where he received his master's degree. Concurrent to his graduate studies, Arnoldo worked for several non-profit organizations in and around the central coast. After his studies, Arnoldo joined the Planning Department at the City of Fresno where colleagues credit him with drafting and implementing the City's Residential Infill Design Guidelines and the Residential Open Space Guidelines. In addition, Arnoldo conducted extensive research and policy development on best planning practices, infill development, land use, and housing that have served to improve the quality of life the citizens of Fresno experience today. He was responsible for the successful adoption of Fresno's General Plan and drafted the City's Development Code. In 2015, Arnoldo relocated to Yuba City where he served as the Development Services Department Director and was responsible for Planning, Code Enforcement, Building, and Housing. While at Yuba City, Arnoldo also oversaw the City's Community Block Development Grant, HOME, and CalHOME programs.

Corinne Long-Folk, Recreation and Community Programs Coordinator

Corinne has worked for the City of Madera's Parks and Community Services Department in the Senior Section for 20 years. Corinne is responsible for programming, coordinating, and supervising senior staff and service programs.

During her 20 years, she has provided direct service to the seniors through the Madera Adult Day Care Center, Frank Bergon Senior Center and Pan American Community Center. Corinne is responsible for her budget along with monthly accurate reports to CDBG and Fresno Madera Agency on Aging (FMAAA).

Lauren Magdaleno, Recreation and Community Program Leader II

Lauren has been with the City of Madera's Parks and Community Services Department for 11 years. Lauren spent her first 6 years as a Recreation Program Leader I, then she was promoted to a Program Leader II for the senior program at the Frank Bergon Senior Center and has held that position for 5 years. Lauren oversees the day to day program at the senior center, insuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.

Marcella Zamilpa, Recreation and Community Program Leader I

Marcella has been with the City of Madera for 4 years. She started as a volunteer for the congregate meal program, and later was hired to assist at the Frank Bergon Senior Center.

Marcella was promoted 2 years ago to a Program Leader II for the Pan American Community Center. She oversees the day to day program at the senior center, ensuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED: May 28, 2021 5:00 PM**
Applicant Name: Community Action Partnership of Madera County, Inc.
Physical Address: 1225 Gill Avenue, Madera, CA 93637
Mailing Address: 1225 Gill Avenue, Madera, CA 93637
Program Name: Fresno Madera Continuum of Care
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: Federal Tax ID: 94-1612823
Grant Administrator (Principal contact) First & Last Name and Title: Mattie Mendez, Executive Director Telephone Number and Email Address: 559-675-5749 mmendez@maderacap.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Elizabeth Wisener, Community Services Program Manager Telephone Number and Email Address: 559-675-5742 ewisener@maderacap.org
Amount Requested: $ 20,000.00

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☒ Font: 12 point ☒ Paper: 8 1/2 x 11 ☒ Single-sided, no double-sided pages single-spaced and numbered consecutively ☒ One-inch top, bottom, left and right margins ☒ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☒ No dividers	☒Grant Application Coversheet
	☒ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☒ Program/Project Timeline
	☒ Budget Table
	☒ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☒ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit) - Not Applicable
	☒ References

Submittal Option

1) Email to: aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

The U.S. Department of Housing and Urban Development (HUD) administers community Development Block Grant (CDBG). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022, the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households

(according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

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

The results of the most recent Homeless Point-In-Time Count conducted in January 2020 enumerated 345 unsheltered homeless in the City of Madera, and 45 in the remainder of Madera County, for a total of 390. Although Madera County does not have a huge homeless population compared to larger cities, housing solutions continue to be limited, especially for permanent supportive housing programs for men. There are also no housing programs in Madera County for transitional age youth ages 18-24.

The biggest challenge to addressing the homelessness in Madera County is the lack of affordable housing. There is almost a 0% vacancy rate in rental properties. Homeless individuals often have poor credit, poor job skills, and evictions on their record. When a vacancy becomes available, they cannot compete with individuals and families that do not have these barriers to housing.

A total of at least 390 additional housing units are needed to house those where were enumerated during the 2020 Homeless Point-In-Time Count. Most of the homeless need either subsidized housing or permanent supportive housing. This would be quite costly.

According to Worldpopulationreview.com, in 2021, there are approximately a half a million homeless individuals in the United States. California has the highest homeless population of all the states with about 151,278 homeless individuals. Madera County's location on the Highway 99 Corridor makes it easy for homeless people to travel north and south along the highway. CAPMC's Homeless Outreach Workers have indicated that they see people they have never seen before every time they go out. In 2020, CAPMC helped 19 homeless individuals who had been stranded in Madera County with transportation cost to help them be reunited with family who lived outside of the area.

Addressing homelessness requires region-wide coordination and collaboration to help find lasting solutions. Being a member of the Fresno-Madera Continuum of Care helps to accomplish this. This has opened the doors for CAPMC to bring additional dollars into Madera to help address the homeless problems.

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

The community resources available to homeless individuals and families in Madera County are limited, and do not meet the needs of the growing population of homeless. The Madera Rescue Mission offers emergency food and shelter for the homeless in Madera County. They can serve up to 40 men and have 19 total beds to serve women and children. The Victory Outreach Program offers a faith-based transitional program that can serve up to 10 men. Sometimes the homeless choose not to utilize these programs because of the faith-based requirement. Community Action Partnership of Madera County offers five housing programs that serve men, women, children, and domestic violence victims. The Martha Diaz Shelter has four emergency shelter units that can serve up to 18 domestic violence victims, which many times are at risk of becoming homeless. Victim Services operates a transitional housing program for victims of domestic violence that has two units, which can house two families year-round. The Shunammite Place offers permanent supportive housing for 36 chronically homeless individuals with disabilities. CAPMC also has a rapid rehousing

program that can help pay for rent for up to 18 months for homeless individuals and families who need help getting reestablished in housing. Turning Point operates Serenity Village, a permanent supportive housing program for chronically homeless men located in Oakhurst and has the capacity to house seven individuals. CAPMC has received additional funding for sheltering approximately 20 vulnerable homeless persons in hotel rooms on a seasonal basis, when the Madera Rescue Mission is at capacity. The Madera Rescue Mission has a new Respite Center with six beds, to served homeless recovering from surgery. During 2020, CAPMC established a one-stop shop called the Homeless Engagement for Living Program (H.E.L.P.) Center. The center serves as a HUB for helping individuals and families who are homeless or in jeopardy of becoming homeless. Applicants who call the center will receive help in getting connected to community resources including housing. Depending on the need of the client, the housing solutions that are offered are Emergency Shelter, Rapid Rehousing, and Permanent Supportive Housing.

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

The FMCoC utilizes the Homeless Management Information Systems database to record the progress of clients as they move through the Fresno Madera Continuum of Cares Coordinated Entry process to being housed. As a member of the FMCoC, CAPMC follows these guidelines when assisting homeless clients. This systematic approach to serving the homeless supplements the efforts to assist while also insuring that there is not a duplication of services.

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

Measurable goals and objectives are listed on the next page along with a statement of how CAPMC will track progress.

Which National Objective does your program meet?

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

Which measurable objectives does your program meet?

1. **CAPMC will have active membership on the Fresno Madera Continuum of Care. CAPMC staff will then communicate the information from the local homeless groups such as the Housing the Homeless and the Homeless Connections group. There are a minimum of 24 meetings per year.**

2. **CAPMC will participate on required committees of the FMCoC such as the Homeless Management Information Systems Committee, Coordinated Entry System Committee, Evaluation Committee, and case conferencing meetings. These committees help strengthen services to the homeless and help the FMCoC achieve favorable outcomes to ensure the FMCoC remains competitive for funding when compared nationally to other CoC's that are competing for limited HUD dollars. The various groups often meet monthly but the frequency is less than that at times throughout the year.**
3. **CAPMC will plan and coordinate the 2022 Homeless Point-In-Time Count.**

How will your program meet its goals in one year?

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

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

The CAPMC Staff who serve on the FMCoC Board are funded out of multiple sources. Other funding sources will not fund participation on FMCoC. The CDBG funding allows CAPMC to maximize resources to provide more services that are comprehensive to the homeless.

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

Each year, CAPMC solicits in-kind donations to provide much needed assistance for the Homeless Point-In-Time Count. A dollar value has not been assigned for the donations, but the events would not be successful without the additional support. This past year, CAPMC received a mini grant from Kaiser Foundation that had funds to be budgeted to purchase hygiene kits for the homeless.

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

CAPMC recently conducted a Community Needs Assessment where information was gathered at focus groups, community meetings, and surveys about what people see is the most important unmet needs in the community. A total of 85 responses were received. The top five priorities were affordable housing, access to health care, employment, food, and homeless services. Attendance on the FMCoC will help CAPMC in its efforts to address these needs.

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

A different funding source will be used for cost related to the 2022 Homeless Point-In-Time Count to cover areas outside of the City Limits of Madera and the approved census tracks.

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

The Centralized/Standardized intake prioritization process is accomplished by utilizing the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and placement of homeless into appropriate and available programs. This is one of the mandated services that HUD has required of all CoC's.

Discuss your program's/project's successes.

- **The CDBG funds allows a representative from CAPMC to join the FMCoC. As a result, there is now more support for the homeless in Madera.**
- **As a member of the FMCoC, CAPMC was eligible to apply for additional funding to expand the Shunammite Place. CAPMC was awarded the funding in November 2020 and housed an additional 14 clients bringing the total count to 35. Also because of CAPMC's membership on the FMCoC, the agency was eligible to apply for Emergency Solutions Grant (ESG) funding through the FMCoC. As a result, CAPMC was awarded an ESG contract on April 28, 2020, for $106,000. Those funds were spent by December 31, 2020. CAPMC has since receive two amendments to that contract: one for $110,000 and one for $150,000. The agency will be receiving two additional allotments in the amount of $277,240 in 2021 and another $277,240 in 2022. The funds have allowed CAPMC to provide rapid rehousing services, additional street outreach, homeless prevention, rapid rehousing, emergency shelter, and homeless management information services.**
- **Madera receives valuable T&TA from homeless experts on the FMCoC, and as a member of the FMCoC, the trainings are free.**

Discuss your program's/project's past performance (2015 to 2020).

- **The project has met its goals every year since 2013 with exception of the 2020-2021 contract. Reports have been submitted timely, and all funds have been spent with the exception of the current contract. Because of COVID-19, the Homeless Point-In-Time Count was not conducted and this takes up a good portion of the funding. In addition, all of the meetings have been web-based. This has saved on fuel, and travel time. CAPMC is still hopeful that allowable uses of the funds will be identified and the contract will be expended by June 30, 2021.**
- **HUD mandated Homeless Point-In-Time counts were successfully conducted with the exception of the 2021 count.**
- **Requirements of the Homeless Emergency Assistance and Rapid Transition to Housing Act (H.E.A.R.T.H. Act) were implemented via the direction of the FMCoC.**
- **Housing First Program Approach to addressing homelessness was implemented.**

- **New Homeless Management Information System Performance Standards were implemented via the HMIS Committee of the FMCoC.**
- **The Homeless Coordinated Access system has been developed via the FMCoC's committee.**
- **Homeless Connection and Housing the Homeless meetings were facilitated to provide communication about homeless issues with Madera's Homeless service providers.**

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

No direct services will be provided by these funds.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.		
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).		
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

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

Ethnic Categories*	No.
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

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

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

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

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

FY 2021-22 CDBG PROJECT

AGENCY: Community Action Partnership of Madera County, Inc.

PROJECT NAME: Fresno Madera Continuum of Care

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$250.00
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	$819.00
Rent (portion allocated to this program)	$540.00
Equipment Rental	
Insurance	$300.00
Utilities	$95.00
Telephone	$95.00
Other Expenses (Specify):	$17,901.00
Salaries - Community Services Staff $12,577	
Benefits - Community Services Staff $2,999	
Fees & Licenses - COC Requirement $657	
Indirect Cost @ 9.10% $1,668	

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $20,000.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

   Please see the question that references the recent Community Needs Assessment. This specific project was not discussed, but those who attended seemed to be in favor of any type of programs that help to support housing the homeless.

2. Note complaints that have been received, etc.

   None

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

   CAPMC collaborates the local community partners about solutions to addressing homelessness through the Housing the Homeless group and the Homeless Connections group. These meetings are well attended and those who attend are in favor of any program that helps support housing the homeless.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful? o Have you seen at least one very successful project developed by this organization/agency? o Do you think they are doing a good job in Madera? **All were in favor of CAPMC applying for funding.**

Name	Title	Company/Agency	Phone	Email Address
Julie Morgan	Assistant Director	Madera County Behavioral Health	559-673-3598 x 1279	Julie.morgan@maderacounty.com
Ryan McWherter	Director	Madera County Food Bank	559-975-3515	rmcwherter.maderafoodbank@gmail.com
Jody Ketcheside	Deputy Director	Turning Point of Central California	559-233-2663 x 7310	jketcheside@tp.occ.org

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

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

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

8 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: May 15, 2006

IRS Employer Number: 94-1612823

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

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom? Yearly – Brown-Armstrong CPAs

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

If so, for how much? $200,000

List any judgments or pending lawsuits against the agency or program: None

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County, Inc., do hereby resolve that on June 10, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: June 10, 2021

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

ADDRESS: 1225 Gill Avenue, Madera, CA 93637

TELEPHONE: 559-673-9173

Email Address: mmendez@maderacap.org

By: _____
President of the Board of Directors

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

By: _____
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

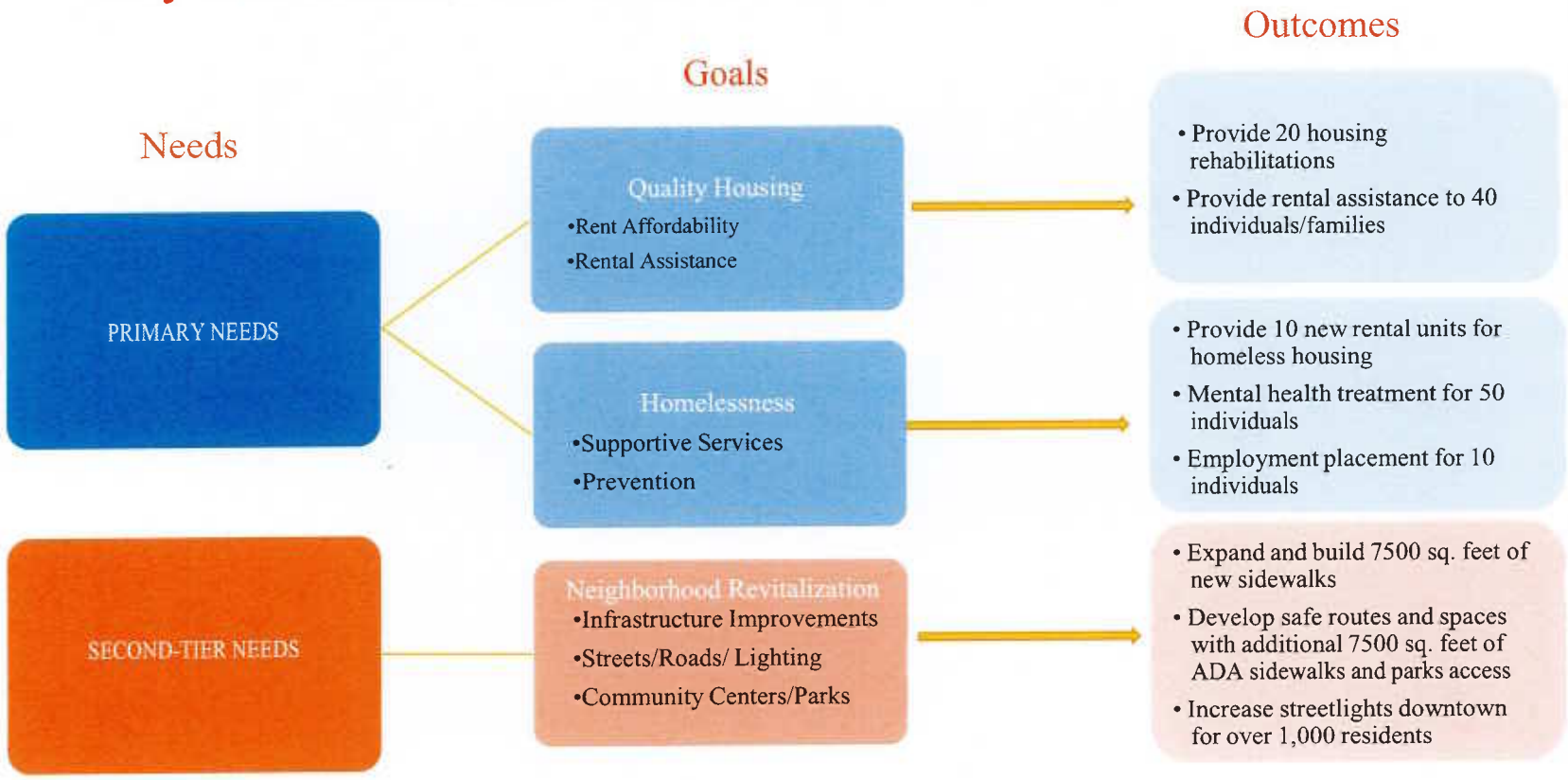
DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Question No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
Total		

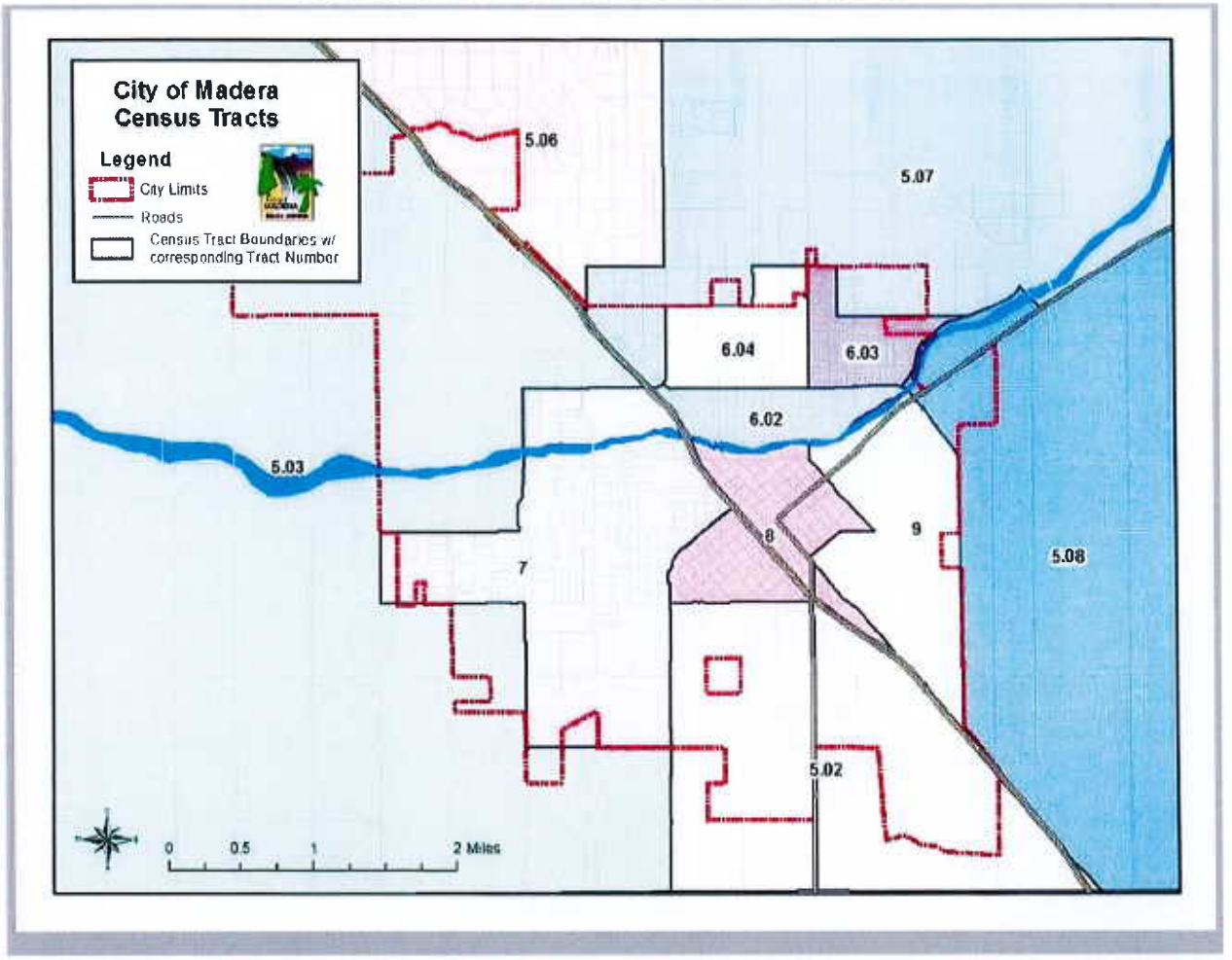
Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



Marketing Plan
For
Community Development Block Grant
Fresno Madera Continuum of Care (FMCoC) Application

The Community Action Partnership of Madera County (CAPMC) solicits volunteers for the Homeless Point-In-Time Count (PIT) by sending emails, making phone calls, and posting on social media the need for volunteers. There are always enough people who respond by volunteering for the count.

In addition to the list above, CAPMC staff approach local business to donate supplies that are needed for the PIT. The generosity of the community members always exceeds the needs and there are always plenty of personal care items that are received to pass out to the homeless.

CAPMC staff share FMCoC information at community groups such as the Housing the Homeless and Homeless Connections Meetings.

CAPMC's goal of the Fresno Madera Continuum of Care outreach efforts is to ensure that all persons – regardless of race, color, national origin, age, religion, sex, disability, family status or English proficiency are aware of the affordable housing opportunities generated by CAPMC.

Methods used for informing the public of The FMCoC Marketing Plan.

1. CAPMC will be responsible for implementing the Marketing Plan.
2. CAPMC will continue to collaborate with FMCoC to reduce homelessness in the area.
3. CAPMC will develop an outreach plan each year, which will include advertising on the agency website, public service announcements, distribution of literature, community presentations and outreach activities to inform the community about available housing services.
4. Provide advertising in the language the group is most familiar with and provide a contact person who can answer questions in the language primarily spoken by that target group.
5. Through interagency coordination and collaboration, the FMCoC provides homeless people with effective services and helps them to obtain affordable housing.
6. Seek out new community members and local businesses for donated items needed for the Point-In-Time Count.
7. Recruit more individuals to help conduct the Point-In-time Count.

ELIZABETH M. WISENER

Ewisener@maderacap.org ♦ 22082 Shari Lane Madera, CA 93638♦ (559) 661-7323

OBJECTIVES

Seeking opportunities that allow me to serve the people of Madera County

EDUCATION

Fresno State University
Graduated May 1991 B.S. in Business Administration – Accounting Option

EXPERIENCE

Community Action Partnership of Madera County ♦ 1225 Gill Avenue Madera, CA 93637
Community Services Program Manager June 2011 – Present

Duties: Plan, organize and coordinate the activities of CAPMC's crisis intervention services/programs. Oversee the Community Services division/program operations; including development and implementation of all program goals and administration procedures and systems, financial management, budgeting, and compliance with grant outcomes and objectives. Other duties include program leadership, community organization and staying informed on low and moderate low-income issues, homeless prevention activities and collaborating with other agencies and community partners to eliminate the effects of poverty. A current list of programs that I oversee include: Low-Income Energy Assistance Program, Weatherization Program, Senior Nutrition Program, FEMA, Drought Water Programs, Shunammite Place – a permanent supportive housing program for chronically homeless, MMHSA Program – a facility maintenance contract for 2 housing units that provide housing for severely mentally ill individuals and families, the Community Services Block Grant, and the Community Development Block Grant, and Homeless Services programs operated by the Homeless Engagement for Living Program (HELP) Center.

Community Action Partnership of Madera County ♦ 1225 Gill Avenue Madera, CA 93637
Accountant Program Manager October 2006 – June 2011

Duties: Monitor and maintain fiscal responsibilities for Federal and State grants. At one point, I was responsible for $8.5 million in grants. Other duties include budget development, assist in grant writing, fiscal reporting, review payroll data, review bank reconciliations, prepare bank transfers, supervise the program assistant, prepare for annual audits and participate with the fiscal team in federal reviews.

Dos Palos- Oro Loma Jt. Unified School District ♦ 2041 Almond Dos Palos, CA 93620
Chief Financial Officer October 2002 – October 2005

Duties: Plan, organize, control and direct the activities and operations of the Fiscal Services Department, maintain and monitor the district's $22 million dollar annual general fund budget and $10.5 million in modernization projects, supervise fiscal department personnel, represent the district in annual audits, serve on district team for union bargaining meetings, serve on the district's Worker's Compensation JPA Executive Board, and present the district's financial information at Board of Director meetings.

Community Action Partnership of Madera County ♦ 1225 Gill Avenue Madera, CA 93637
Accountant Program Manager October 1997 – October 2002

Duties: Responsible for monitoring and maintaining approximately $5 million in Federal and State grants, assist with the preparation of annual budgets and grant applications, compile monthly expenditure reports, co-supervise A/P department, verify semi-monthly payrolls, and prepare bank reconciliations, participate in accounting audits and Head Start Federal Reviews.

SKILLS

- Proficient with computers.
- Knowledge of Microsoft Office products: Word, Excel, Outlook, Publisher
- Proficient with Accufund and Fundware Accounting Software
- Skilled in grant writing and preparing written reports

MEMBERSHIPS

- Fresno-Madera Continuum of Care Board Member
- Fresno-Madera Continuum of Care Executive Committee Member
- Facilitator for local Social Agencies Linking Together (S.A.L.T) Group
- Madera County Civil Service Commission
- Former Madera County Workforce Development Board Member

JOB DESCRIPTION

08/19

Community Action Partnership of Madera County

POSITION: **COMMUNITY SERVICES PROGRAM MANAGER**

DEPARTMENT: Community Services

IMMEDIATE SUPERVISOR: Executive Director

SUPERVISES: Executive Administrative Aide, Community Services Coordinator, Shunammite Place Resident Manager, Shunammite Place Housing Case Workers and Shunammite Place Clerk Typist II, and Housing Services Coordinator,

COMPENSATION: Range 33.0

FLSA: Exempt

DEFINITION: Under the immediate supervisor's direction, plan, organize and coordinate the activities of CAPMC's crisis intervention services / programs. Oversee the Community Services division / program operations; including development and implementation of all program goals and administration procedures and systems, financial management and budgeting; and compliance with grant outcomes and objectives. Other duties include program leadership, community organization and staying informed on low and moderate low-income issues, homeless prevention activities and collaborating with other agencies and community partners to eliminate the effects of poverty.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION / EXPERIENCE:

- Bachelor's Degree in public administration, sociology, social work, or related field.
- Minimum of 2 years of experience in the delivery of social services in one or more of the following: psychology, social work, health science, community services, or related field.
- Prior experience in budget development and control.
- Minimum of 2 years of experience with grant writing.

ABILITY TO:

- Works effectively with various social-economic groups.
- Communicate effectively with staff, agency, business representatives and general public.
- Produce timely and effective written communication and reports.
- Establish goals and objectives for project activities.
- Work effectively under conditions of limited supervision, high stress, and rapidly changing situations and circumstances.
- Conceptualize, develop, organize and implement plans, reports, budgets, conferences and meetings, etc.
- Provide leadership and model professional behaviors and values.
- Operate necessary office machines.
- Maintain account records.

KNOWLEDGE OF:

- Budget development and control.
- Development of project funding applications.
- Issues in human service delivery.
- County and municipal governments.
- Community resources.

MAJOR DUTIES & RESPONSIBILITIES:

LEADERSHIP

- Adheres to and applies the CAPMC mission, values, standards, policies and procedures.
- Attends mandatory new employee orientation/ mentor activities.
- Attends trainings, workshops, and classes to keep abreast of client engagement theories and practices.
- Engages and encourages personal and professional development.
- Ensures services are provided to all clients in a manner consistent with CAPMC mission, standards, values and grant requirements.
- Identifies and resolves concerns and issues.
- Interacts with clients and their families in a culturally and socially sensitive way.
- Keeps apprised of developments and trends in the program's operation and be attentive to the changing or growing needs of the community.
- Keeps informed of current theories and practices in the field.
- Keeps informed of program terms, conditions, and eligibility changes.
- Maintains and ensures that staff and volunteers maintain the confidentiality of staff, parent, child, client, community, and agency information included in files, conversations, meetings, correspondence, or any other source.
- Makes recommendations for replacement, purchase, or repair of equipment.
- Models professionalism for parents, children, clients, community, co-workers, and volunteers.
- Prepares and actively participates in staff meetings and committees.

- Promotes a team environment and teamwork.
- Reports and assists in reporting suspected child abuse in accordance with CAPMC child abuse reporting procedures.
- Represents CAPMC in the community in a professional and competent manner.
- Responsible for setting priorities and meeting deadlines.
- Shares information and knowledge with appropriate staff members.
- Works as a team member to support the functions and operations of the Department and the Agency.

PROGRAM ADMINISTRATION:

- Manages, develops and coordinates the overall Community Services division, inclusive of and not limit to Community Services Block Grant(s) (CSBG), Low Income House Energy Assistance Program (LIHEAP), Homeless Prevention, drought water assistance programs, Housing Urban Development program (HUD), Senior Nutrition Program, Community Development Block Grant(s) (CDBG), Madera Mental Health Services Act (MMHSA) housing program, and Federal Emergency Management Agency (FEMA), Emergency Solutions Grants (ESG), Homeless Housing Assistance Program (HHAP), Homeless Emergency Assistance Program (HEAP) .
- Responsible for conducting a full range of activities to prepare, submit and manage grant proposals to foundations, state and federal funding sources.
- Maintains current records in database and in required paper files, including grant tracking and reporting.
- Tracks statistics relevant to development and provides department with written materials necessary by funding sources / CAPMC strategic plan.
- Coordinates and plans funding program activities, including the prioritizing, planning and scheduling of activities to guide program efficiency and effectiveness.
- Provides initiatives in identifying the need for action by the Board to develop or revise appropriate policies and assists the Board in interpreting the policies, directives and instructions of State and other Federal funding resources.
- Represents the Agency in its relationship with Federal, State and local funding sources; seeks out opportunities within these sources for funding of new and innovative programs on statewide, local committees, task forces, etc.
- Ensures that internal programs are effectively coordinated and administered, and that they complement and are appropriately linked with other social service agencies within the community.
- Maintains effective working relationship with community partners.
- Attends meetings as assigned by CAPMC Executive Director.
- Works closely with CAPMC Executive Director to ensure Community Services direction and mission are accomplished.
- Develops, manages and maintains several Community Services budgets.
- Assures reports, bills, etc. are well maintained and completed on time.
- Oversees the work of all Community Services staff; holds staff meetings and assures staff's ongoing development via workshops, conferences and one-on-one meetings.

- Maintains positive and productive relationships with all of CAPMC partners and other Community Action programs.
- Establishes new partnerships with local Faith Community and Business Community.
- Provides analysis of community homeless issues for committee, board and staff; tracks policies and programs at the state and federal level, and participates in local and statewide advocacy campaigns.
- Researches best practices and training resources for topics within the Agency's strategic plan (e.g., chronic homelessness, family homelessness, prevention, rapid re-housing).

OTHER DUTIES:

- Adheres to the Americans with Disabilities Act of 1990 (ADA), which prohibits discriminatory actions toward any qualified individuals. In particular, children with disabilities are enrolled in the classroom as mandated by federal and state laws.
- Ensures strict compliance with universal precautions during work-related visits or when administering first aid.
- Other duties as assigned within scope of job classification.

LIMITS OF AUTHORITY

- Relative authority to maintain compliance with federal, state, and local laws as well as the Agency's policies and procedures.
- Relative authority to maintain compliance with program standards and the requirements of funding guidelines.
- Maintains close communication with the immediate supervisor to recommend a course of action and to receive directives on priorities.

OTHER REQUIREMENTS:

- Must be able to relate with all people of the community regardless of sexual, ethnic, racial, or religious background or socio-economic level.
- Must be dedicated to the goals and philosophy of CAPMC and Department.
- Must possess emotional maturity, stability, tactfulness, and the ability to provide professional leadership.
- Must have dependable insured transportation and a valid California Driver's License and acceptable driving record. A DMV printout and proof of insurance will be required. Mileage may be reimbursed subjected to the CAPMC's policy.
- Must complete all background requirements: references, livescan checks, a pre-employment physical fitness and drug screen, acknowledgement of child abuse reporting responsibility, criminal record statement, debarment clearance, and receive satisfactory clearance from all licensing and investigative authorities. Employment is contingent upon receiving clearances from appropriate authorities.
- Must use reasonable precautions in the performance of one's duties and adhere to all applicable safety rules and practices; and act in such a manner as to ensure at all times maximum safety to one's self, fellow employees, clients, and children.

GENERAL PHYSICAL REQUIREMENTS

Medium work: exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

PHYSICAL ACTIVITIES

- Climbing: Ascending or descending ladders, stairs, scaffolding, ramps, and the like, using feet and legs and/or hands and arms. Body agility is emphasized. This factor is important if the amount and kind of climbing required exceeds that required for ordinary locomotion.
- Balancing: Maintaining body equilibrium to prevent falling or tripping when walking, standing or crouching on narrow, slippery or erratically moving surfaces. This factor is important if the amount of balancing exceeds that needed for ordinary locomotion and maintenance of body equilibrium.
- Stooping: Bending body downward and forward by bending spine at the waist. This factor is important if it occurs to a considerable degree and requires full use of the lower extremities and back muscles.
- Kneeling: Bending legs at the knee to come to a rest on knee or knees.
- Crouching: Bending the body downward and forward by bending leg and spine.
- Crawling: Moving about on hands and knees or hands and feet.
- Reaching: Extending hand(s) and arm(s) in any direction.
- Standing/Sitting: Particularly for sustained periods of time.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.
- Pushing. Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
- Pulling: Using upper extremities to exert force in order to draw, drag, haul, or tug objects in a sustained motion.
- Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position to position. This factor is important if it occurs to a considerable degree and requires the substantial use of the upper extremities and back muscles.
- Fingering: Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand or arm as in handling.
- Grasping: Applying pressure to an object with the fingers and palm.
- Feeling: Perceiving attributes of objects, such as size, shape, temperature, or texture by touching with skin, particularly that of fingertips.
- Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

- Hearing: Perceiving the nature of sounds at normal speaking levels or without correction. Ability to receive detailed information through oral communication, and make fine discriminations in sound.
- Repetitive Motions: Substantial movements (motions) of the wrists, hands, and/or fingers.

VISUAL ACUITY

The worker is required to have visual acuity to determine the accuracy, neatness, thoroughness of work assigned.

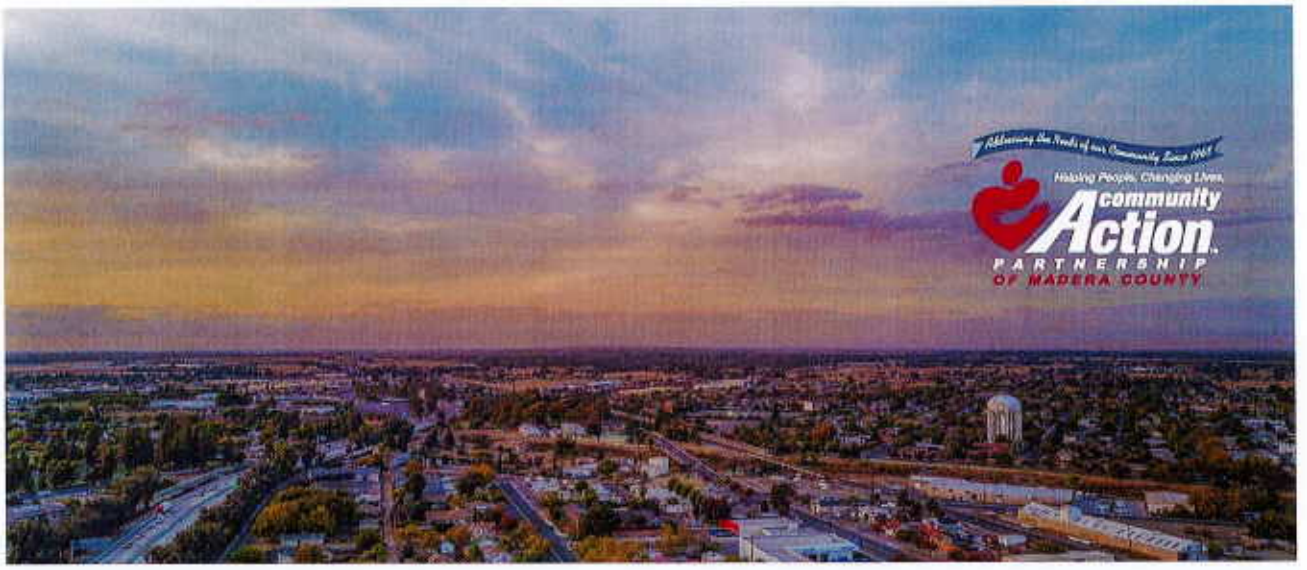
WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORKING CONDITIONS

- The worker is subject to both environmental conditions: Activities occur inside and outside.
- The worker may be exposed to infectious diseases.

To build a diverse workforce, CAPMC encourages applications from individuals with disabilities, minorities, veterans, and women. EEO/AA Employer.



COMMUNITY NEEDS ASSESSMENT

Data About the Demographics, Economic Features, and Resources in Madera County

Attached please find excerpts from the recent Community Needs Assessment. It is anticipated the Assessment will be approved by CAPMC's Board of Directors during the June 10, 2021 Board of Directors meeting.

June 2021

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.
1225 GILL AVENUE, MADERA, CA 93637

COMMUNITY INPUT

An integral part of the Community Needs Assessment is listening to Madera County residents, both those affected by the conditions of poverty, and those attempting to reduce them. CAPMC held the following Focus Groups and Survey Opportunities to hear from differing parts of Madera County:

- Online Surveys Distributed from April 1-April 26 to General Madera County population
- Head Start Parent Meeting on Thursday, April 15 at 2pm
- Shunammite Place Focus Group on Friday, April 23 at 9am
- Community Partner WebEx Forum on Friday, April 23 at 11am

TABLE 50

NEEDS PRIORITIZED BY INPUT GROUP				
Name	Online Survey	Head Start Parent Meeting	Shunammite Place Focus Group	Community Partner WebEx Forum
Date	*April 1-26*	*April 15 at 2pm*	*April 23 at 9am*	*April 23 at 11am*
Participants	62	6	9	8
Target Population	Those who work or live in Madera County	Fairmead/Chowchilla Residents, Spanish Speaking	Homeless, Recipients of CAPMC Services	Community Partners
Priorities	Affordable Housing	*Responses Included in Survey Data*	Health	Homeless
	Food		Affordable Housing	Mental Health
	Employment		Transportation	Resources for At-Risk 12-17 Youth
	Health		Employment	Housing
	Community Events & Parks		Shopping/Stores	Employment
	Homeless		Homeless	Education/Schools
	Financial Health		Child Care	Rehab/Recovery for Drug Abuse
	Transportation		Education/Schools	
	Child Care			
	Mental Health			

PRIORITIZATION PROCESS

The Community Needs Assessment Team has collected the most current information available for more than 40 indicators in three impacted areas: demographic economic, and quality of life conditions. Each impacted area has a set of indicators that provide information about the magnitude of certain needs, social problems or contributing factors; and the overall performance in the community in addressing issues, needs or problems.

ALIGNMENT WITH LIVE WELL MADERA COUNTY

The Madera County Public Health Department's accreditation process prompted the need to conduct a Community Health Assessment. This process began with a convening of individuals led by Madera County Public Health Department, representing various community-based organizations, faith-based organizations, private sector, public sector, and educational institutions. The group became known as the Mobilizing for Action through Planning and Partnerships (MAPP) Steering Committee in 2017, and now has been renamed Live Well Madera County. CAPMC is proud to have representatives in both the Steering Committee and Executive Committee.

The result of the data is the 2017 Community Health Assessment, which documented four priorities and needs in the community, confirmed by the 2017 Madera County Health Rankings Report. The four priorities are:

- Obesity & Diabetes
- Mental Health
- Alcohol & Drug Use
- Child Abuse & Neglect

The 2019-2021 Community Health Improvement Plan monitored progress in two identified strategic health priorities: Diabetes and Obesity, and Child Abuse and Neglect, and strategies are under way to address those issues.

The CAPMC Community Needs Assessment aims to show linkage between data found from the Live Well Madera County Steering Committee and data found from CAPMC to help together address the priorities and factors contributing to these. Many of the contributing factors and effects of the priorities are being addressed by CAPMC services and program

CAPMC Priorities

When deciding which needs to prioritize, an understanding of root causes is important. Poverty is so widespread throughout Madera County and has been for many years, it almost seems endemic. However, by truly understanding the stories of our residents, root causes can begin to be addressed. Most of the priorities listed below are root causes of poverty and contribute to the lineage of poverty that is often passed from one generation to the next.

Staff reviewed the concerns listed from the community focus groups, public hearings, community surveys, and then organized the data into categories or themes. Each time a participant mentioned an issue, it was tallied, and those were totaled together to form a list of the top needs in Madera County.

Coordinating priorities is essential when collaborating with local agencies. Although the priorities below look distinctively different in verbiage from those identified through LiveWell Madera, CAPMC will be addressing root causes of the four priority areas of the Live Well Madera Steering Committee (Obesity & Diabetes, Mental Health, Alcohol & Drug Use, and Child Abuse & Neglect). This collaboration, inclusive of strategic planning and a community-based approach, allows for collaboration, partnerships, and increased efficiency and effectiveness to serve the low-income residents and overall entire population of Madera County.

CAPMC Identified Community Priorities
Affordable Housing
Access to Health Care
Employment
Food
Homeless Services
Transportation
Community Activities/Parks
Financial Health
Child Care
Mental Health

Affordable Housing means both the ability to secure affordable rental housing and the ability to become homeowners. CAPMC offers permanent supportive housing at the Shunammite Place.

Access to Health care – CAPMC does not provide health care services but assistance in obtaining Medi-Cal insurance is provided.

Employment – CAPMC offers volunteer opportunities and this often leads to employment.

Food – CAPMC assists clients in signing up for Cal-Fresh benefits and in helping clients access food supplies offered by Madera County Food Bank.

Homeless Services – CAPMC provides an array of services to support the homeless.

Transportation – CAPMC provides limited transportation for homeless individuals and families.

Community Activities/Parks – CAPMC does not build parks. This information has been forwarded to the City of Madera Parks & Recreation Department.

Financial Health – CAPMC provides Budget Development classes and Credit Repair classes for the Shunammite Place residents.

Child Care – CAPMC provides assistance in both finding quality child care, and in paying for child care with Alternative Payment Program. CAPMC's Head Start program is also offered in Madera County.

Mental Health – CAPMC supports this priority by assisting clients with connecting to mental health services offered in Madera County.

CDBG 2021-2022

Continuum of Care Homeless Funding Project Timeline

Dec 2021

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Count Planning Meeting
- Coordinated Entry System Meeting

Nov 2021

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Count Planning Meeting
- Homeless Management Information System Committee Meeting

Oct 2021

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- First Quarter Report Due
- Coordinated Entry System Meeting

Sep 2021

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Management Information Systems Committee Meeting

Aug 2021

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Coordinated Entry Meeting System

July 2021

CDBG 2020—2021

Continuum of Care Homeless Funding Project Timeline

Jul 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Fourth Quarter Report Due
- Coordinated Entry System Committee Meeting
- Homeless Count Planning Meeting
- Homeless Coalition Meeting

Jun 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Management Information System Meeting
- Homeless Count Planning Meeting

May 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Coordinated Entry System Committee Meeting
- Third Quarter Report Due

Apr 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Management Information System Meeting

Mar 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Coordinated Entry System Committee Meeting

Feb 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Point-In-Time Count
- Homeless Management Information System Meeting
- 2nd Quarter Reporting

Jan 2022

- Point-In-Time Count Planning Meeting

CDBG 2021/2022 GRANT APPLICATION

Administration

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: City of Madera
Physical Address: 205 W 4th Street Madera, CA 93637
Mailing Address: 205 W 4th Steet Madera, CA 93637
Program Name: CDBG 21-22 Administration
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:
Grant Administrator (Principal contact) First & Last Name and Title: Ivette Iraheta Telephone Number and Email Address: iiraheta@madera.gov 559-661-3692
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Alex Estrada Telephone Number and Email Address: aestrada@madera.gov 559-661-3690
Amount Requested: $ _____189,808.40_____

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☐ No dividers	☐ Grant Application Coversheet
	☐ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☐ Program/Project Timeline
	☐ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☐ References

Submittal Option

1) Email to: aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATION 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households

(according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF ADMINISTRATIVE NEED:

This activity supplies oversight in all areas of the CDBG program. Oversight includes the following areas:

- Consultant services

- Providing subrecipients training and capacity building
- Providing staff and the public with Fair Housing training and oversight
- Funding to remain current with, but not limited to, training, regulations and CDBG Components (Neighborhood Revitalization Strategies, Economic Development, Continuum of Care coordination and capacity building, etc.)

The City of Madera also is in need of assistance from a consultant. The City of Madera plans to use the consultant in the aid of drafting policies and procedures, training staff and completing HUD reporting requirements.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. CDBG activities are carried out by various different agencies and departments however, they do not provide CDBG administrative services. CAPMC currently provides a small amount with the assistance of coordinating and executing the Point in Time count.

Explain how your program supplements or complements existing services without duplicating them. CDBG Administration is unique and is not duplicated. The City of Madera works with CAPMC to assist with the Point in Time count, that falls under the administrative section.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. The effectiveness is measured annualy and documented in the Consolidated Annuanl Performance and Evaluation Report. The goal is to administer a successful CDBG program, which aligns with and fulfills the 5 year Consolidated Plan.

Which National Objective does your program meet? Administration is exempt from a national objective.

Which measurable objectives does your program meet? Administration is exempt from the objectives, it reports outcomes of funded programs. The City of Madera does have an objective which is to comply with HUD's Timeliness test. The City of Madera will also ensure that subrecipients assist the City in making progress in achieving outcomes, as listen on the Consolidated Plan, to ensure HUD CDBG regulations and requirements are fulfilled. Also, to ensure that funding is making positive outcomes in the community for low-moderate income residents.

How will your program meet its goals in one year? Through subrecipient training, monitoring and oversight, the City of Madera intends to minimize the delay in expenditures. Also, through updated policies and procedures, the city will have better guidelines for actions to take in case of an untimely subrecipient.

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. The only other financial resource the City of Madera has is through the General Fund.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific). The City of Madera will not have a net income of administrative funds, nor will it raise additional funds.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. This question is not applicable to Administration.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services. This section is not applicable to Administration.

When there is an overflow of clients, how is it determined whom to serve? This section is not applicable to Administration.

Discuss your program's/project's successes. Typically the program has been able to completely expend all of the awarded funds within 18 months.

Discuss your program's/project's past performance (2015 to 2020). Historically, the City of Madera's administration of CDBG has been very successful. Year after year the funds were fully expended within 1 year. Recently there have been some difficulties. The City of Madera became untimely mainly due to COVID and the delay of funds being expended from subrecipients.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service. This section is not applicable to Administration.

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera
PROJECT NAME: CDBG 21-22 Administration

MISCELLANEOUS PROJECT COSTS:

Administrative Costs	$139,808.40
Supplies	
Postage	
Consultant Services	$50,000
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	
Telephone	
Other Expenses (Specify):	

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services Construction Management Other	
Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $189,808.40

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? City Council serves as the governing board, and they meet on every first and third Wednesday of every month.

What was the average number of Board members attending meetings last year? 7

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

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: March 27, 1907

IRS Employer Number: 94-6000365

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation. Not Applicable

How often are financial records audited, and by whom? Annually by an independent external auditor.

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

If so, for how much? $1 Million

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

N/A

List any outstanding obligations:

N/A

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

By: _____

Grants Administrator

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Queston No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	

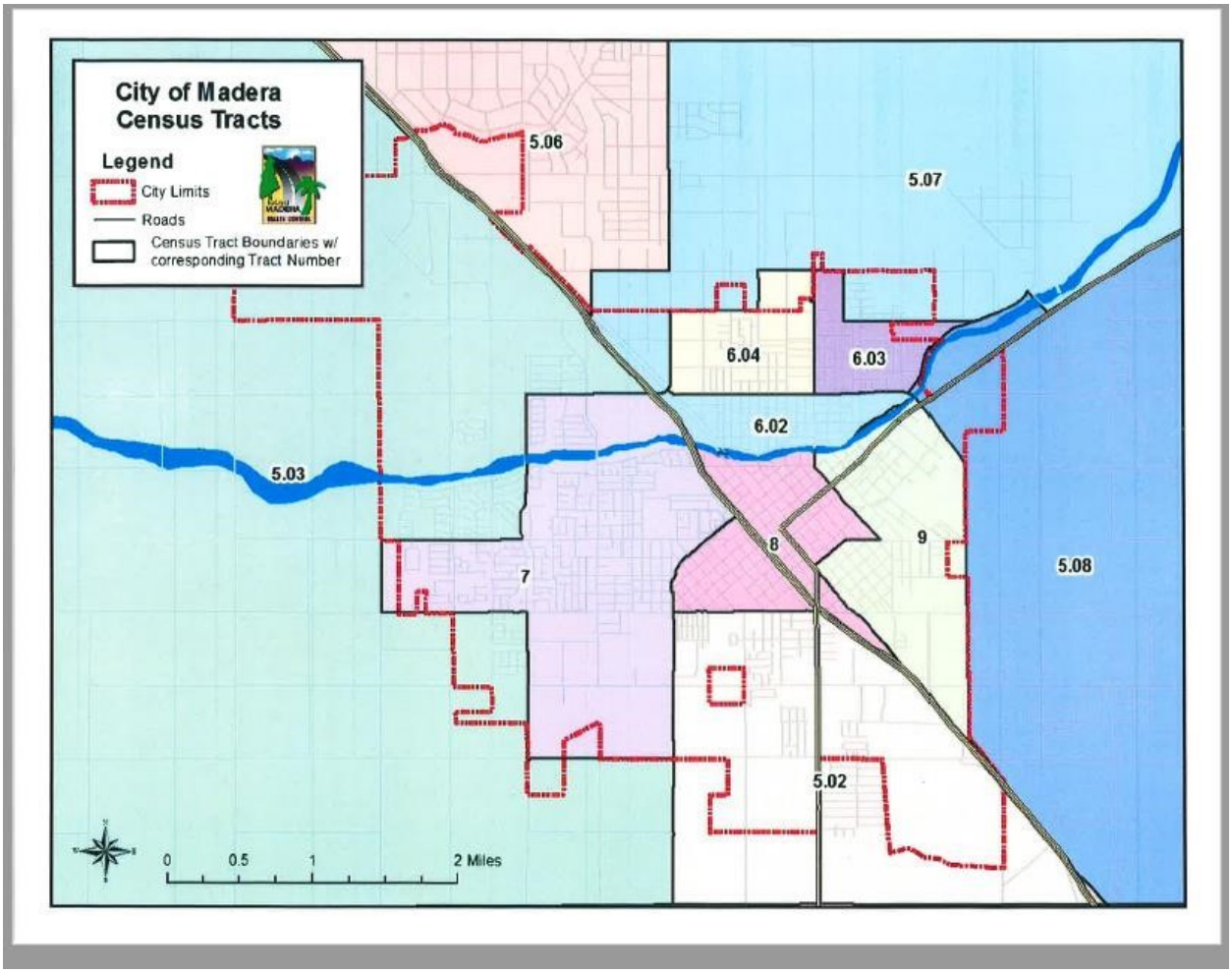
References Please refer to Question No. 16	10	
	Total	

Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities

ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



CDBG 2021/2022 GRANT APPLICATION
CAPITAL PROJECTS/PUBLIC IMPROVEMENTS
COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: JAMES MEKALIAN
Physical Address: 121 N. LAKE STREET MADERA, CA 93638
Mailing Address: SAME
Program Name: JAMES MEKALIAN DBA LA MADERA accessible living studios
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: N/A
Grant Administrator (Principal contact) First & Last Name and Title: JAMES MEKALIAN OWNER/LANDLORD Telephone Number and Email Address: 559-801-9292 JMEKALIAN303@GMAIL.COM
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: JAMES MEKALIAN OWNER/LANDLORD Telephone Number and Email Address: SAME
Amount Requested: $ 150,000

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☑ Font: 12 point ☑ Paper: 8 1/2 x 11 ☑ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☑ One-inch top, bottom, left and right margins ☑ Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	☑ Grant Application Coversheet
	☑ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☑ Program/Project Timeline
	☑ Budget Table
	☑ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☑ Marketing/Outreach Plan
	☑ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☑ References

Submittal Option

1. Email to:
   aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS
PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

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Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority	20	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need	30	
References	10	
Ability to Locate Other Funds	5	
Schedule	10	
Work Plan and Capacity	15	
Public Input Received	10	
TOTAL POINTS	100	

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

A. GENERAL INFORMATION

1. Name of Department/Organization: LA MADERA accesible living studios

Address: 121 N. LAKE STREET MADERA, CA 93638

Contact Person: JAMES MEKALIAN Phone: 559-801-9292

Concurrence: _____

Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

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

3. Estimated cost of project and source of estimate (if available): $_____
Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

4 Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

5. What measurable goals will your program deliver?

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

7. What HUD National Objective does your program meet?

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

C. ENVIRONMENTAL IMPACTS:

1. Historical:

   a. How old is the affected structure?

   b. Will this project affect an historically significant (or potentially historic) structure?

2. Archeological:

   a. Will this project involve any ground disturbance?

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

3. Water:

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

D. PROGRAM ELIGIBILITY:

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

1. Primarily benefits low and moderate-income persons.
   a. Number of persons served annually:

   b. Service Area:

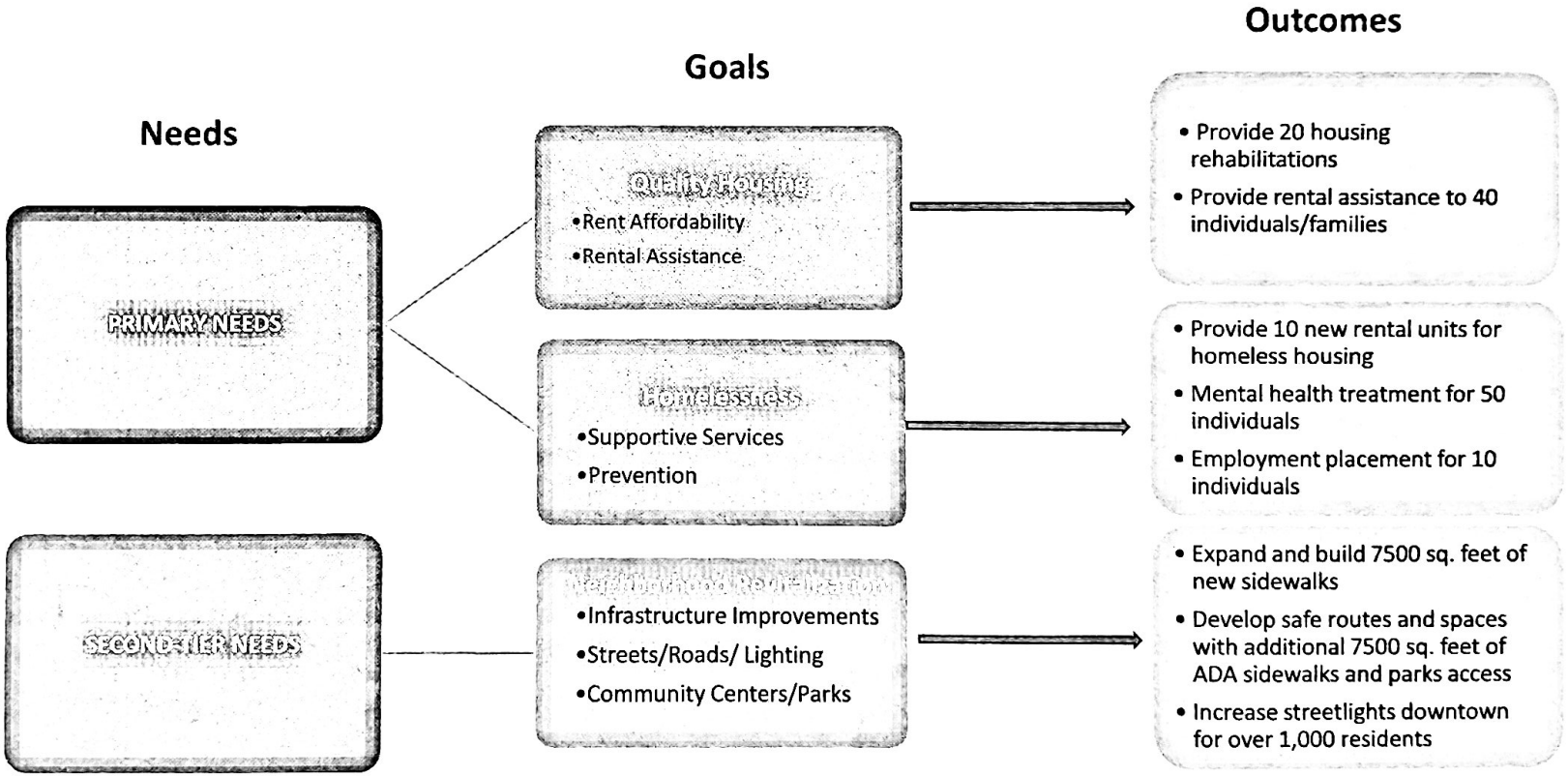
      Number of City residents served annually:

      Number of persons with disabilities or seniors served:

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

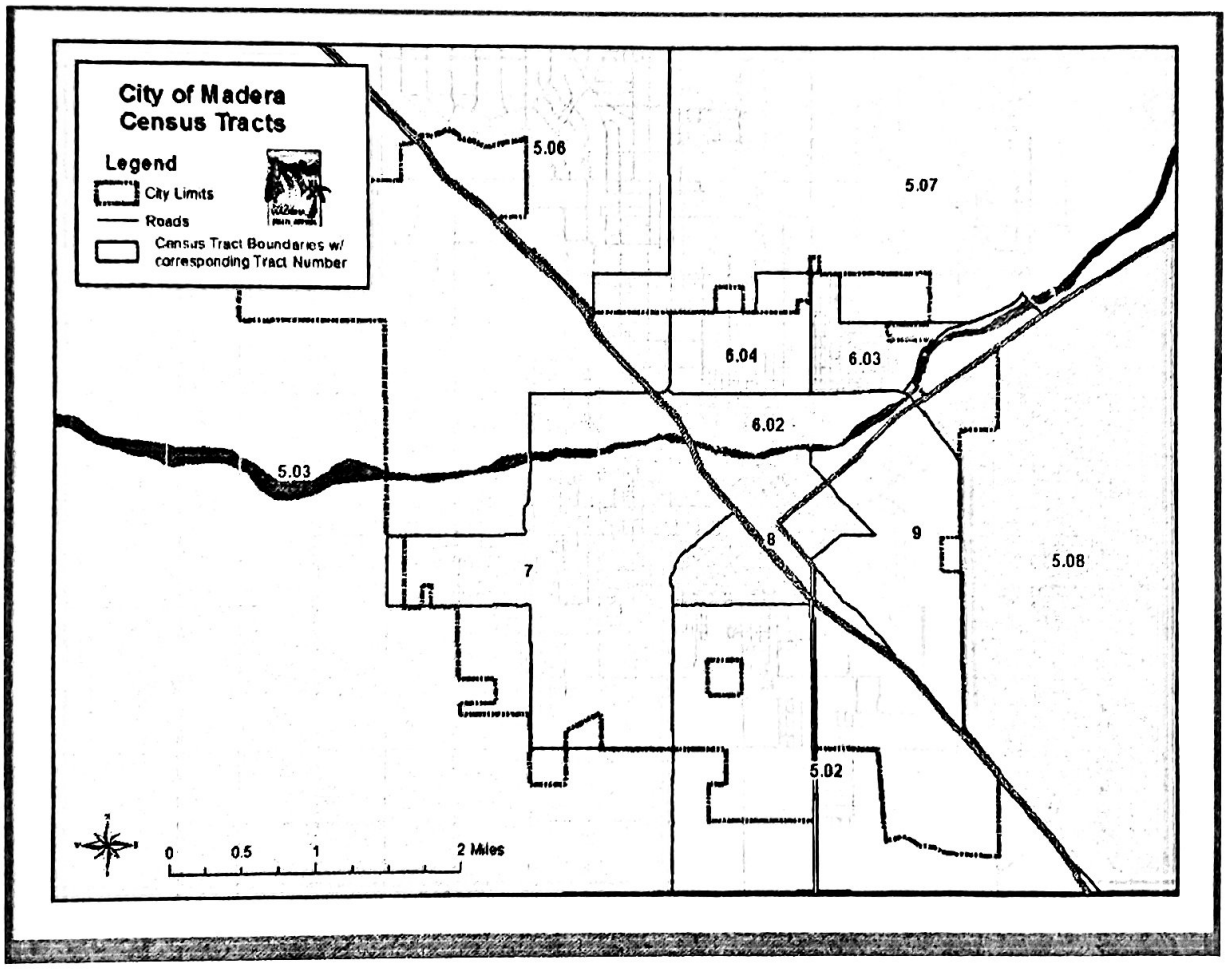
Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

2. Note complaints that have been received, etc.

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

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Jennette Williams	PRESIDENT MKTG.	SUNCREST BANK	559-225-1700	jwilliams@suncrestbank.com
MASSEY CASPER	EXECUTIVE DIRECTOR	MADERA CNTY HOUSING AUTH.	559-674-5695	masseyc@maderaha.org
DULCE TINOCO	FRESNO STATE STUDENT	AMAZON: HOUSE CLEANING	559-900-5221	dulcetinoco94@gmail.com

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera Capital Projects / Public Impr.
PROJECT NAME: La Madera Accesible Living Studios

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$10,000
Supplies	1,000
Postage	500
Consultant Services	2,000
Maintenance/Repair	2,000
Publications/Printing	500
Transportation/Travel Required for Business	500
Rent (portion allocated to this program)	N/A
Equipment Rental	1,500
Insurance	750
Utilities	1,000
Telephone	250
Other Expenses (Specify):	N/A

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 0.00

150K TOTAL

B.

1) Project La Madera is in the process of converting the former Madera County Adoption facility into a ten (10) affordable living studios/units intended for 100% occupancy section 8 housing. These studios will be single inhabitated and meet the Madera County housing authority guidelines.

2) Project La Madera's completion is crucial to our city's homeless problem. Both Madera City & County recognize this issue and label it their number one priority in 2021. By providing adequate housing to our homeless we can mitigate this growing challenge. I personally am passionate about making intended change. With this change will come standards which will propel the overall quality of one's life over the course of a year. Tenants will be carefully selected with the guidance of the housing authority and adhere to our vision using these dwellings as a springboard to launch themselves back into the workforce as productive citizens in our community. Required education, work, classes, meetings, etc. are implemented and upheld by the consistent guidance of our local housing authority.

3) $150,000.00 requested amount. I, James Mekalian have personally put over $50,000 of my own personal money into the initial reconstructing of the facility. Supporinting documents available by request.

4) I believe this is the most important question for grant assistance/acceptance. For Project La Madera it will dictate the completion timeline. Quite simply, with or without grant funding, I intend to finish this ten unit complex. However, in the unlikely event grant funds are not provided, I will be forced to continue "pay as I go". This means when I have the additional funds each month I will continue to move forward with the necessary completion- which will take probably close to two years before fruition. In the likely event Project La Madera is granted the funds, completion and move in will not take any longer than four months. That's it. That means ten residents before year end! That's great news!

5) Immediate accessible housing "move in ready" by no later than Oct 31, 2021 with county protocol and management in place. **COMMITMENT FOR TWENTY YEAR LEASE TO HUD.**

6) 100% Section 8 affordable housing 10 multi unit complex.

7) Low to moderate income housing

8) Project La Madera syncs with HUD's affordable housing requirements/rules/regulations, etc.

C.

1. a. Seventy (70) years. Facility has "great bones" and in great condition for conversion. The former county tenant did a wonderful job keeping up with maintenance, repairs, etc .

   b. No

2. a. Yes

b. Plumbing as needed for individual rooms with submitted plans to the City's building Dept.

3. Yes, see above.

D.

1. a. 10

b. 121 N. Lake Street Madera, CA 93638. 10 city residents. Disabilities or seniors undetermined at this time.

2. I have taken this old county building and completely (eco-friendly) the entire front of the building (landscaping) with fences, faux grass, gravel and plant life requiring little water. I have provided numerous jobs to neighbors as close as next door to help me beauifiy this lovely area on Lake street. As it stands now, the façade has eliminated the appearance of slums or blight. Once awarded this grant, the completion of this complex will completely eliminate any slums/blight both in appearance and performance!

E.

1. As mentioned, I have introduced myself to many neighbors throughout the block,etc. I've hired them on particular jobs when their trade was needed. Many of these neighbors/workers have become friends and trust for one another has been established.

2. None

3. The Madera County Housing Authority has been behind me and Project La Madera since day one. I can't thank them enough for their guidance and encouragement to move forward without hesitation. Particularly, Mr. Massey Casper, the director of the housing authority who keeps me on task and sees things much more pragmatic when I want to "overthink something". We both share the same vision which is why La Madera will see its completion and become the success story it's intended to be. Thank you for your consideration for this grant.

CDBG 2021/2022 GRANT APPLICATION
CAPITAL PROJECTS/PUBLIC IMPROVEMENTS
COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED: May 28, 2021 5:00 PM**
Applicant Name: Community Action Partnership of Madera County
Physical Address: 1225 Gill Avenue, Madera, CA 93637
Mailing Address: 1225 Gill Avenue, Madera, CA 93637
Program Name: CDBG 2021-2022 Housing Stabilization Program
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: 94-1612823
Grant Administrator (Principal contact) First & Last Name and Title: Mattie Mendez, Executive Director Telephone Number and Email Address: 559-675-5749 mmendez@maderacap.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Elizabeth Wisener, Community Services Program Manager Telephone Number and Email Address: 559-675-5742 ewisener@maderacap.org
Amount Requested: $ 400,000

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☒Font: 12 point ☒Paper: 8 1/2 x 11 ☒Single-sided No double Sided pages, Single-spaced and numbered consecutively ☒One-inch top, bottom, left and right margins ☒Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	☒Grant Application Coversheet
	☒Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☒Program/Project Timeline
	☒Budget Table
	☒Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead
	☒Marketing/Outreach Plan
	☒Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☒References

Submittal Option

1. Email to:
   aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS
PROPOSAL APPLICATION

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- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding

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- All (100%) of the funds received from the City of Madera must serve Madera residents.

Funding will be denied if it is found that this requirement is not met.

- Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

A. GENERAL INFORMATION

1. Name of Department/Organization: Community Action Partnership of Madera

   County Address: 1225 Gill Avenue, Madera, CA 93637

   Contact Person: Elizabeth Wisener

   Concurrence: Mattie Mendez Mattie Mendez, Executive Director
   Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

   CAPMC proposed to lease four 3-bedroom units to house homeless individuals or families though a modified rapid rehousing program. The program will provide housing for at least 12 clients. Some of the challenges to securing housing are poor rental history, criminal background, and lack of employment, both mental and physical disabilities. CAPMC plans to secure the leases and then enter into sub-leases with program participants. Program participants will pay rent of 30% of their income. Those who have no income will not pay rent. CAPMC utilizes the Fresno Madera Continuum of Care's Homeless Coordinated Entry System to prioritize who receives services first. Interested parties will be asked to complete an assessment called the Vulnerability Index Specialized Program Decision Assessment Tool (VI-SPDAT). Those who receive the highest score are considered the most vulnerable. Because this is a transitional program candidates will be referred to it based on their ability to earn enough income in the future to pay for their own rent. Income threshold is based on HUD's Uniform Act Income Limit for Madera California. Homeless eligibility is based on clients living in an emergency shelter or a place not meant for human habitation.

   Madera County lacks any housing programs that serve the transitional youth ages 18-24. Because of this, applicants in this age group will receive a higher priority.

   CAPMC will hire two Housing Case Workers. One will be assigned to provide case management of the 12 clients with the goal of helping the individuals connect to as many wrap around services as possible. Some examples of services provided are as follows: assisting in applying for Social Security disability benefits, assistance in applying for General Assistance, Cal-Fresh, assistance in helping to get connected

to Medi-Cal, dental, vision, and mental health services, assistance in helping to get connected to obtain a GED, apply for college or a trade school, access services offered by Madera County Workforce Development, and or any other supportive services that may be available to them.

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

The results of the most recent Homeless Point-In-Time Count conducted in January 2020 enumerated 345 unsheltered homeless in the City of Madera, and 45 in the remainder of Madera County, for a total of 390. Although Madera County does not have a huge homeless population compared to larger cities, housing solutions continue to be limited, especially for permanent supportive housing programs for men. There are also no housing programs in Madera County for transitional age youth ages 18-24.

The biggest challenge to addressing the homelessness in Madera County is the lack of affordable housing. There is almost a 0% vacancy rate in rental properties. Homeless individuals often have poor credit, poor job skills, and evictions on their record. When a vacancy becomes available, they cannot compete with individuals and families that do not have these barriers to housing.

A total of at least 390 additional housing units are needed to house those who were enumerated during the 2020 Homeless Point-In-Time Count. Most of the homeless need either subsidized housing or permanent supportive housing and this would be quite costly.

According to Worldpopulationreview.com, in 2021, there are approximately a half a million homeless individuals in the United States. California has the highest homeless population of all the states with about 151,278 homeless individuals. Madera County's location on the Highway 99 corridor makes it easy for homeless people to travel north and south along the highway. CAPMC's Homeless Outreach Workers have indicated that they see people they have never seen before every time they go out. In 2020, CAPMC helped 19 homeless individuals who had gotten stranded in Madera County with transportation cost to help them get reunited with family who lived outside of the area.

The Homeless Engagement for Living Program (HELP) Center was established by CAPMC in 2020. The center serves as a one-stop shop for homeless individuals who are seeking housing and other services to come and receive the assistance needed. As of May 25, 2021, the Help Center staff are currently working with 85 different individuals to help them get document ready to apply for housing. One of the unmet needs is for a full-time staff person to serve as a landlord engagement specialist who will work on building relationships with landlords who will give homeless clients a fresh opportunity for housing.

3. Estimated cost of project and source of estimate (if available): $400,000. Please

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

CDBG funds will be leveraged with Homeless Housing Assistance Program Funds, AB109 Funds, Community Services Block Grant – Cares funding, Emergency Solutions Grant funds, Shunammite Place Funds, and PATH Funds. Please see the attached documents. When an applicant contacts the HELP Center to ask for housing assistance staff use all available resources to find a funding source that will best serve the client's needs.

4 Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

Community Action Partnership of Madera County plans to operate an 18-month program. Please see the proposed timeline.

5. What measurable goals will your program deliver?

Goal #1 – Provide housing to homeless by providing transitional housing.

Goal #2 – Increase the number of landlords who are willing to work with the homeless population in Madera.

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

Outcome #1 – Provide transitional housing for 12 individuals.

Outcome #2 – 100% of participants will become enrolled in a health insurance plan.

Outcome #3 – 100% participants will receive at least 5 wrap around services from the list provided in B.1 above.

Outcome #4 – 50% of participants will enroll in education program, trade school, college, or become gainfully employed.

Outcome #5 – 80% of the clients will exit to permanent housing at the end of the contract period.

Outcome #6 – Housing Case Worker – Landlord Engagement Specialist will secure 4 rentals for the transitional housing program then one rental unit /month for 15 of 18 months for homeless clients on the HELP Center waiting list to rent.

7. What HUD National Objective does your program meet?

Benefit low to moderate income persons.

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

This project meets primary needs under homeless supportive services of the Vision 2025 Plan.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

   a. How old is the affected structure? **The structures were built in 2007.**

   b. Will this project affect an historically significant (or potentially historic) structure? **No**

2. Archeological:

   a. Will this project involve any ground disturbance? **No**

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

3. Water:

   a. Does this project involve a sewer or water system? **No**

D. PROGRAM ELIGIBILITY:

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

1. Primarily benefits low and moderate-income persons.
   a. Number of persons served annually: 12 individuals in transitional housing, and an additional 15 over 18 months

   b. Service Area: City of Madera

      Number of City residents served annually: 12

      Number of persons with disabilities or seniors served: 9

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

In May 2021, over thirty tons of trash was removed from the Fresno River. As individuals move out of the riverbed, trash will be reduced.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

   CAPMC recently conducted a Community Needs Assessment where information was gathered at focus groups, community meetings, and surveys about what people see is the most important unmet needs in the community. A total of 85 responses were received. The top 5 priorities were affordable housing, access to health care, employment, food, and homeless services. All of these priorities are address in this grant proposal.

2. Note complaints that have been received, etc.

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

   CAPMC collaborates with homeless service providers through the Homeless Connection meeting that meet every other Wednesday morning. The meeting is used to share about open homeless cases and to collaborate regarding how to best serve them. The CDBG-Capital Projects Grant proposal was shared at the May 26, 2021 meeting. There were 25 individuals in attendance and all were in favor of CAPMC submitting the application.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

o Was your experience working with this agency successful? o Have you seen at least one very successful project developed by this organization/agency? o Do you think they are doing a good job in Madera?

All responses were yes.

Name	Title	Company/Agency	Phone	Email Address
Julie Morgan	Assistant Director	Madera County Behavioral Health	559-673-3598 x 1279	Julie.morgan@maderacounty.com
Ryan McWherter	Director	Madera County Food Bank	559-975-3515	rmcwherter.maderafoodbank@gmail.com
Jesse Chavez	Director	Madera Rescue Mission	559-675-8321	jchevez@maderarescue.org

Community Services Development Block Grant Capital Projects/Public Improvements 2021-2022

Transitional Housing Timeline		Landlord Engagement Timeline
Weekly case management with client and staff to assist in goal accomplishments.	Dec 2021	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Nov 2021	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments. 2 Sept Leases Occupied	Oct 2021	13 clients housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments. 2 units leased. Aug Lease Occupied Review selection of homeless candidates	Sep 2021	Housing caseworker to build relationships with landlords to secure open units for clients.
1 Unit Leased July Lease Occupied 1 Housing Caseworker Hired Review selection of homeless candidates	Aug 2021	Housing caseworker to build relationships with landlords to secure open units for clients.
1 Unit Leased Housing caseworker Hired	July 2021	

Weekly case management with client and staff to assist in goal accomplishments.	June 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	May 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Apr 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Mar 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Feb 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Jan 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.

Clients exit to permanent housing Weekly case management with client and staff to assist in goal accomplishments.	Dec 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Clients start looking for permanent Weekly case management with client and staff to assist in goal accomplishments.	Nov 2022	1 Client housed as a result of Housing caseworker to build relationships with landlords to secure open units for clients.
Clients start looking for permanent housing Weekly case management with client and staff to assist in goal accomplishments.	Oct 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Clients start looking for permanent housing Weekly case management with client and staff to assist in goal accomplishments.	Sep 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Clients start looking for permanent housing Weekly case management with client and staff to assist in goal accomplishments.	Aug 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Jul 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.

FY 2021-22 CDBG PROJECT

AGENCY: Community Action Partnership of Madera County

PROJECT NAME: CDBG 2021/2022 Housing Stabilization Program

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$9,420
Postage	$101
Consultant Services	$500
Maintenance/Repair	$3,880
Publications/Printing	$200
Transportation/Travel Required for Business	$2,445
Rent (portion allocated to this program)	$13,680
Equipment Rental	$550
Insurance	$1,038
Utilities	$2,340
Telephone	$4,300
Other Expenses (Specify): Salaries Program Manager and Housing Case Workers Benefits Program Manager and Housing Case Workers Fees & Licenses Hiring Costs Client Direct Benefits (Rent & Utilities) Client Furnishings Client Emergency Shelter Client Food Indirect rate @ 9.10%	 $142,306 $42,924 $1,960 $390 $117,320 $5,082 $18,000 $200 $33,364

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement
Construction/Renovation

Consultant/Professional Services Construction Management Other Expenses (Specify):

Consultant/Professional Services Construction Management Other Expenses (Specify):

TOTAL CDBG PROJECT BUDGET: $400,000

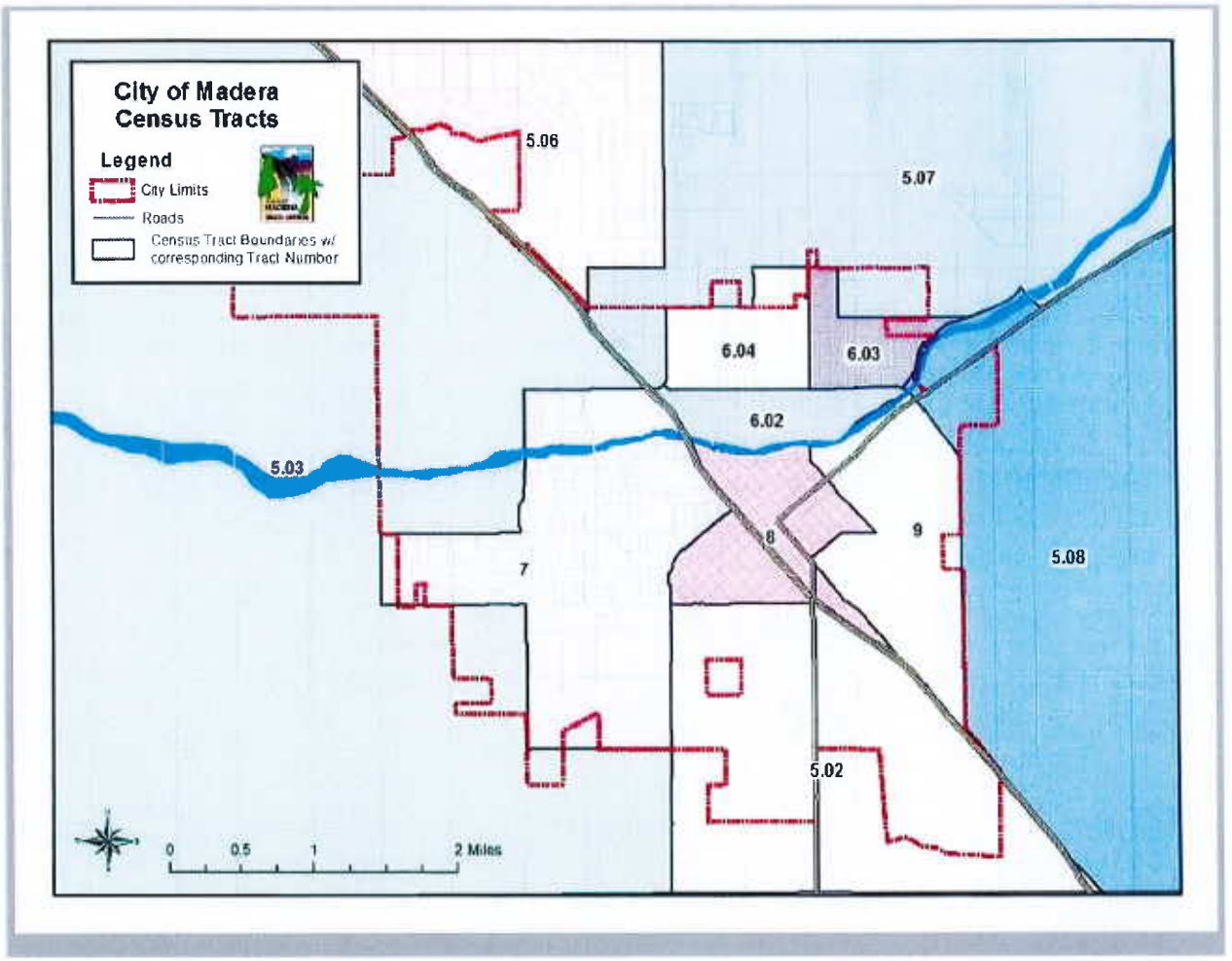
CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority	20	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need	30	
References	10	
Ability to Locate Other Funds	5	
Schedule	10	
Work Plan and Capacity	15	
Public Input Received	10	
TOTAL POINTS	100	

Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities

ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



Marketing Plan
For
Community Development Block Grant CARES
Housing Stabilization Program

The Community Action Partnership of Madera County (CAPMC) plans to send information about the program to community partners, CAPMC's website, and other groups such as Neighborhood Watch that are located in the designated Census Tracks. When CAPMC launches new programs, Madera County residents are one of our best sources of spreading the information to the community. Once we begin to serve households, each one served will tell their neighbors and thus opens a floodgate of applicants.

CAPMC's goal of the Housing Stabilization Program outreach efforts is to ensure that all persons – regardless of race, color, national origin, age, religion, sex, disability, family status or English proficiency are aware of the affordable housing opportunities generated by CAPMC.

Methods used for informing the public of The Housing Stabilization Program Marketing Plan.

1. CAPMC will be responsible for implementing the CDBG Marketing Plan.
2. CAPMC will continue to collaborate with Housing and Urban Development to reduce discrimination in housing in the area.
3. CAPMC will develop an outreach plan each year, which will include advertising on the agency website, public service announcements, distribution of literature, community presentations and outreach activities to inform the community about fair housing rights.
4. Provide advertising in the language the group is most familiar with and provide a contact person who can answer questions in the language primarily spoken by that target group.
5. Target ethnic groups underrepresented.
6. Send flyers to homeless, advocacy groups, and other organizations, which serve groups that need special assistance for housing.
7. Target areas that are within in the Madera City census tract and households that are low to moderate income and in financial crisis.
8. Housing Case Worker will conduct outreach to property management companies and attend any meetings where they may be present.

COMMUNITY NEEDS ASSESSMENT

Data About the Demographics, Economic Features, and Resources in Madera County

Attached please find excerpts from the recent Community Needs Assessment. It is anticipated the Assessment will be approved by CAPMC's Board of Directors during the June 10, 2021 Board of Directors meeting.

June 2021

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.
1225 GILL AVENUE, MADERA, CA 93637

COMMUNITY INPUT

An integral part of the Community Needs Assessment is listening to Madera County residents, both those affected by the conditions of poverty, and those attempting to reduce them. CAPMC held the following Focus Groups and Survey Opportunities to hear from differing parts of Madera County:

- Online Surveys Distributed from April 1-April 26 to General Madera County population
- Head Start Parent Meeting on Thursday, April 15 at 2pm
- Shunammite Place Focus Group on Friday, April 23 at 9am
- Community Partner WebEx Forum on Friday, April 23 at 11am

TABLE 50

NEEDS PRIORITIZED BY INPUT GROUP				
Name	Online Survey	Head Start Parent Meeting	Shunammite Place Focus Group	Community Partner WebEx Forum
Date	*April 1-26*	*April 15 at 2pm*	*April 23 at 9am*	*April 23 at 11am*
Participants	62	6	9	8
Target Population	Those who work or live in Madera County	Fairmead/Chowchilla Residents, Spanish Speaking	Homeless, Recipients of CAPMC Services	Community Partners
Priorities	Affordable Housing	*Responses Included in Survey Data*	Health	Homeless
	Food		Affordable Housing	Mental Health
	Employment		Transportation	Resources for At-Risk 12-17 Youth
	Health		Employment	Housing
	Community Events & Parks		Shopping/Stores	Employment
	Homeless		Homeless	Education/Schools
	Financial Health		Child Care	Rehab/Recovery for Drug Abuse
	Transportation		Education/Schools	
	Child Care			
	Mental Health			

PRIORITIZATION PROCESS

The Community Needs Assessment Team has collected the most current information available for more than 40 indicators in three impacted areas: demographic economic, and quality of life conditions. Each impacted area has a set of indicators that provide information about the magnitude of certain needs, social problems or contributing factors; and the overall performance in the community in addressing issues, needs or problems.

ALIGNMENT WITH LIVE WELL MADERA COUNTY

The Madera County Public Health Department's accreditation process prompted the need to conduct a Community Health Assessment. This process began with a convening of individuals led by Madera County Public Health Department, representing various community-based organizations, faith-based organizations, private sector, public sector, and educational institutions. The group became known as the Mobilizing for Action through Planning and Partnerships (MAPP) Steering Committee in 2017, and now has been renamed Live Well Madera County. CAPMC is proud to have representatives in both the Steering Committee and Executive Committee.

The result of the data is the 2017 Community Health Assessment, which documented four priorities and needs in the community, confirmed by the 2017 Madera County Health Rankings Report. The four priorities are:

- Obesity & Diabetes
- Mental Health
- Alcohol & Drug Use
- Child Abuse & Neglect

The 2019-2021 Community Health Improvement Plan monitored progress in two identified strategic health priorities: Diabetes and Obesity, and Child Abuse and Neglect, and strategies are under way to address those issues.

The CAPMC Community Needs Assessment aims to show linkage between data found from the Live Well Madera County Steering Committee and data found from CAPMC to help together address the priorities and factors contributing to these. Many of the contributing factors and effects of the priorities are being addressed by CAPMC services and program

CAPMC Priorities

When deciding which needs to prioritize, an understanding of root causes is important. Poverty is so widespread throughout Madera County and has been for many years, it almost seems endemic. However, by truly understanding the stories of our residents, root causes can begin to be addressed. Most of the priorities listed below are root causes of poverty and contribute to the lineage of poverty that is often passed from one generation to the next.

Staff reviewed the concerns listed from the community focus groups, public hearings, community surveys, and then organized the data into categories or themes. Each time a participant mentioned an issue, it was tallied, and those were totaled together to form a list of the top needs in Madera County.

Coordinating priorities is essential when collaborating with local agencies. Although the priorities below look distinctively different in verbiage from those identified through LiveWell Madera, CAPMC will be addressing root causes of the four priority areas of the Live Well Madera Steering Committee (Obesity & Diabetes, Mental Health, Alcohol & Drug Use, and Child Abuse & Neglect). This collaboration, inclusive of strategic planning and a community-based approach, allows for collaboration, partnerships, and increased efficiency and effectiveness to serve the low-income residents and overall entire population of Madera County.

CAPMC Identified Community Priorities
Affordable Housing
Access to Health Care
Employment
Food
Homeless Services
Transportation
Community Activities/Parks
Financial Health
Child Care
Mental Health

Affordable Housing means both the ability to secure affordable rental housing and the ability to become homeowners. CAPMC offers permanent supportive housing at the Shunammite Place.

Access to Health care – CAPMC does not provide health care services but assistance in obtaining Medi-Cal insurance is provided.

Employment – CAPMC offers volunteer opportunities and this often leads to employment.

Food – CAPMC assists clients in signing up for Cal-Fresh benefits and in helping clients access food supplies offered by Madera County Food Bank.

Homeless Services – CAPMC provides an array of services to support the homeless.

Transportation – CAPMC provides limited transportation for homeless individuals and families.

Community Activities/Parks – CAPMC does not build parks. This information has been forwarded to the City of Madera Parks & Recreation Department.

Financial Health – CAPMC provides Budget Development classes and Credit Repair classes for the Shunammite Place residents.

Child Care – CAPMC provides assistance in both finding quality child care, and in paying for child care with Alternative Payment Program. CAPMC's Head Start program is also offered in Madera County.

Mental Health – CAPMC supports this priority by assisting clients with connecting to mental health services offered in Madera County.

CDBG 2021/2022 GRANT APPLICATION
CAPITAL PROJECTS/PUBLIC IMPROVEMENTS
COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: **Habitat for Humanity Greater Fresno Area**
Physical Address: **4991 E. McKinley Ave, Ste. 123, Fresno CA 93727**
Mailing Address: **4991 E. McKinley Ave, Ste. 123, Fresno CA 93727**
Program Name: **City of Madera Exterior Paint Grant Program**
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: **Tax ID Number: 77-0076649**
Grant Administrator (Principal contact) First & Last Name and Title: **Jerry Zuniga, Director** Telephone Number and Email Address: **559-237-4102 X117 (office) 559-241-8335 (direct) , jerry@habitatfresno.org**
Program/Project Administrator (Manages Day-to-Day Tasks of Program) Grant Administrator (Principal contact) First & Last Name and Title: **Jerry Zuniga, Director** Telephone Number and Email Address: **559-237-4102 X117 (office) 559-241-8335 (direct) , jerry@habitatfresno.org**
Amount Requested: $ __**409,100**_____

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	☑ Grant Application Coversheet
	☑ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☑ Program/Project Timeline
	☑ Budget Table
	☑ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☑ Marketing/Outreach Plan
	☑ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☑ References

Submittal Option

1. Email to:
   aestrada@madera.gov
   CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS
PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents.
  Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

A. GENERAL INFORMATION

1. Name of Department/Organization: **Habitat for Humanity Greater Fresno Area**

   Address: **4991East McKinley Drive, Suite 123, Fresno CA 93727**

2.
Contact Person: Jerry Zuniga Phone: **559-237-4102 X117 | 559-241-8335 (direct)**

Concurrence: Ashley Hederman

Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

Offered citywide, for all owner-occupied, income-eligible (based upon HUD eligibility guidelines) homes, Habitat for Humanity Greater Fresno Area (HFHGFA) requests funding to launch a City of Madera Exterior Paint program. To compliment critical repair and accessibility assistance programs, the paint program is aimed to visually transform housing stock while renewing the first layer of protection against the elements.

Exterior paint program to eligible households to include:

a) Exterior Paint only, and limited to main home structures,
b) Minor exterior repairs to be performed to properly paint home,
c) Lead-safe practices and controls must be met in accordance with EPA standards,
d) Paint activities achieved through internal Habitat staff, local eligible painting contractors, and volunteers to address timely spenddown of award and also involve community involvement,
e) Available to all single-family residences and mobile homes,
f) Additional outreach focus on Racially or Ethically Concentrated Areas of Poverty (R/ECAP) which has been identified as City of Madera Census Tracts “8” and “6.04”

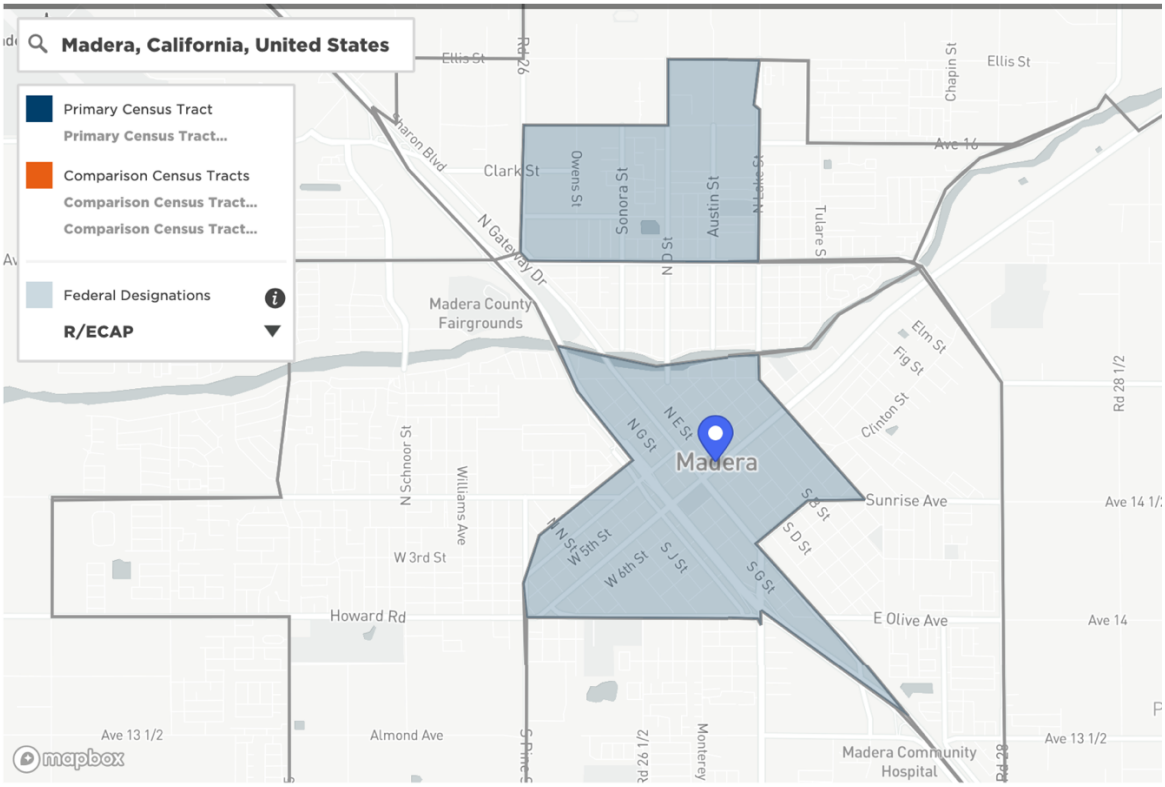


Figure 1City of Madera R/ECAP Map

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

In our second year of supporting housing rehabilitation to City of Madera residents, we recognize that the current state of housing stock will continue to need substantial repair investment to safeguard the health and safety of City of Madera residents. With the rising costs of materials, and continued aging of homes, these services only continue to increase in importance and impact. However, to revitalize neighborhoods, we believe that an Exterior Paint Program will bring the awareness and community support to compliment these services. A home's exterior condition is the most visible sign of disinvestment, and a key component of neighborhood improvement.

3. Estimated cost of project and source of estimate (if available): $ 409,100 Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

HFHGFA requests $409,100 funding to support exterior paint program activities, allowing us to provide testing, minor exterior repairs, lead remediation and exterior paint for over 28 homes. HFHGFA currently operates an exterior paint program in Fresno County, and has served over 75 clients to date. Having an existing program, allows us to leverage existing investment of equipment, and our network of painting contractors to allow us to operate the program year-round. Additionally, we can leverage an

extensive volunteer network that allows us to engage community members in the improvement of Madera neighborhoods.

4. Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

If funded, we have over 20 Madera residents that we have tracked as being interested in these services. Once we are authorized to proceed, we will be able to provide quick spenddown of these funds.

5. **What measurable goals will your program deliver?**

The measurement of funding will be in the form of how many homes we have painted. Additionally, we will also track impact by the homes we have remediated for lead contaminants and have properly encapsulated the lead risk. A report of these accomplishments will be provided to City of Madera Housing staff upon completion.

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

While the visual impact of this program will be shared by all residents that can observe these improvements in their neighborhoods, we have observed the impact that these transformations can have on the re-investment that begins to take place after we paint homes. Many times, these efforts spark a chain of home improvement activities by other homeowners in the neighborhoods we serve. Additionally, due to inability to afford these home projects or physical ability to perform on their own, this program transforms the homeowners' mental health through restoring pride of ownership. Many older adult homeowners express that the embarrassment of going outside due to the exterior condition is replaced by reconnecting with neighbors and improved social connection.

7. **What HUD National Objective does your program meet?**

HUD Objective - "Benefit low- and moderate-income individuals"

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

A key vision statement of the Madera 2025 Action Plan of "Safe, healthy environments" is the foundation of this program. While exterior paint provides immediate impact of visual improvement, it is the first layer of defense for external elements. By providing this service, we are ensuring that the home's exterior "envelope" is sealed, and the residents remain in a healthy environment.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

   a. **How old is the affected structure?** – The Exterior Paint Grant Program is available to all owner-occupied income-qualified households in City of Madera. The age of the structure, while tracked, is not a determining factor.

   b. **Will this project affect an historically significant (or potentially historic) structure?** Exterior features of the home are not changed as a result of the program. However, review of all projects performed by Habitat prior to commencing activities will be honored, if requested.

2. Archeological:

   a. **Will this project involve any ground disturbance?** Due to possibility of lead contaminants, a lead report will be performed for all pre-1978 homes. If lead is identified, proper controls will be performed, and a lead clearance will be provided. Should many years of flaking/chipping paint make it into the soil surrounding the home, minimal topsoil may need to be replaced to ensure that acceptable lead levels exist. This is very rare and lead risk assessment is performed prior to approving a home for exterior paint to avoid these types of controls.

   b. **If so, how deep will excavation be and what is the volume of earth to be moved?** N/A

3. Water:

   a. **Does this project involve a sewer or water system?** No

D. PROGRAM ELIGIBILITY:

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

1. Primarily benefits low and moderate-income persons.
   a. **Number of persons served annually:** 30+

   b. Service Area:

      Number of City residents served annually: 30+

      Number of persons with disabilities or seniors served: The program would be available to all eligible applicants, but we perform targeted outreach to underserved neighborhoods. What we find, is that a majority of applicants that own a home, and qualify within income eligibility guidelines, tend to be older adult homeowners.

2. **How will the proposed project prevent or eliminate slums or blight?** The program will provide immediate transformation of neighborhoods through the painting of the exteriors. Additionally, HFHGFA provides exterior landscaping and debris removal as a part of our exterior painting activities. These efforts have already been in place since our service area expansion to Madera County in 2018, and is performed at no cost to residents or City of Madera. To date, we have impacted over 36 homes, the Rotary Park cleanup, and countless community residents impacted through these free neighborhood revitalization and blight removal projects conducted by HFHGFA.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. **What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.** Our evidence of citizen support is based on community input results conducted by City of Madera. Housing Improvement has been categorized as a top Capital Projects/Public Improvements need, and in our experience a reinforcement of our observations of our intake and outreach activities.

2. **Note complaints that have been received, etc.** No formal complaints have been received by HFHGFA staff or contractors.

3. **Evidence of collaboration with other agencies within the community.** HFHGFA's commitment to improving the access and availability of affordable housing in city of Madera requires that we maintain strong community involvement and partnership with

many partner agencies. From a staff role as an advisory council on the Fresno-Madera Agency on Aging to partnering with Madera Public Health Department to reach Madera's senior population to securing and providing home deliveries of essential cleaning and food supplies during the pandemic, our work in the community relies on our collaboration with community partners.

Additionally, we are actively engaged in the construction of five affordable homes on the corners of Washington and Malone Avenues. This $1M+ project has brought groups from the public and private sectors together for common good. From the City staff, Council and Mayor, to the County office, to private health agencies like CalViva Health, to private banking institutions like SunCrest bank, to other CBO's and residents within the community, Habitat believes fundamentally that it 'takes a village' to make true impact.

To complement these efforts, and to uplift entire neighborhoods where we build, we offer that the exterior paint program is an important tool for long-term Neighborhood Revitalization efforts.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

o Was your experience working with this agency successful? o Have you seen at least one very successful project developed by this organization/agency? o Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Heidi Crabtree	Housing Program Coordinator	City of Clovis	559-324-2094	heidicr@ci.clovis.ca.us
Corrina Nunez	Project Manger	City of Fresno	559-621-8506	Corrina.Nunez@fresno.gov
Yvette Quiroga	Housing Program Manager	County of Fresno	559-600-4292	yquiroga@co.fresno.ca.us

FY 2021-22 CDBG PROJECT

AGENCY: Habitat for Humanity Greater Fresno Area
PROJECT NAME: City of Madera Exterior Paint Grant Program

Administrative Personnel:		
Compliance Director	$	10,000.00
NR Coordinator - Family Services/Outreach	$	10,000.00
NR Assistant - Intake	$	14,000.00
Other Direct Costs (Include only costs that are direct; indirect costs are covered under the Indirect Cost Rate)		
Direct Service Staff - Inspections	$	16,000.00
Direct Service Staff - Construction Project Management	$	25,000.00
Materials & Contractor Services & Direct Service Trades Staff	$	300,000.00
TOTAL OTHER DIRECT COSTS	**$**	**341,000.00**
OTHER COSTS*		
Indirect - De minimus 10 % Rate	$	34,100.00
TOTAL INDIRECT COST BUDGET	**$**	**34,100.00**
TOTAL PROJECT BUDGET	**$**	**409,100.00**

*Per 2 CFR 200.414, any non-federal entity that does not have a current negotiated rate may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (defined in 2 CFR 200.68).

TOTAL CDBG PROJECT BUDGET: $409,100

CDBG 2021/2022 GRANT APPLICATION

CAPITAL PROJECTS/PUBLIC IMPROVEMENTS

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: City of Madera, Parks & Community Services
Physical Address: 701 E. 5th Street, Madera, CA 93638
Mailing Address: 701 E. 5th Street, Madera, CA 93638
Program Name: McNally Park Rehabilitation Project
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: 94-6000365
Grant Administrator (Principal contact) First & Last Name and Title: Alex Estrada, Grants Program Manager Telephone Number and Email Address: (559) 661-5451; aestrada@madera.gov
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Arnoldo Rodriguez, City Manager Telephone Number and Email Address: (559) 661-5402; arodriguez@madera.gov
Amount Requested: $ 429,875.00

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	☐ Grant Application Coversheet
	☐ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☐ Program/Project Timeline
	☐ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ N/A Marketing/Outreach Plan
	☐ N/A Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☐ References

Submittal Option

1. Email to:
   aestrada@madera.gov

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Parks & Community Services

Address: 701 E. 5th Street, Madera, CA 93638

Contact Person: Arnoldo Rodriguez Phone: (559) 661-5402

Concurrence: Arnoldo Rodriguez
Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):
The proposed rehabilitation project at McNally Park will consist of the replacement of park amenities, such as playground equipment, benches, trash receptacles, drinking fountains, basketball rings and nets, and barbeques, as well as the reconstruction of one of the two existing basketball courts. The basketball court reconstruction will consist of removing the existing, weathered asphalt court and replacing it with a concrete court.

   The successful completion of the rehabilitation project will provide additional opportunities for youth and adults to enjoy recreational and leisure activities. The proposed playground will allow for expanded usage for children, while the benches, drinking fountains, and barbeques will create a respite area for families to gather. The basketball court will provide improved opportunities for hosting basketball leagues and tournaments.

2. Need (Explain why project is needed.):
Parks are vital building blocks of communities. They enhance neighborhoods, encouraging exercise, and create safe places for youth and adults to gather and play. When not well-maintained, parklands can easily become blighted, reducing livability and property values. When given appropriate resources to enhance and maintain them, however, parks are vibrant community gathering spaces that increase health, wellness, connectedness, livability, and property values.

   McNally Park is a heavily used facility that serves the southeastern neighborhoods in Madera. This 1.93-acre neighborhood park is located between Roosevelt and A Streets, which is in one of the City's low- to moderate-income household areas. The park's central location in the neighborhood and the City's recent efforts to ensure safety within the park, contribute to its accessibility and inviting quality. Recreation facilities include a group picnic shelter, two basketball courts, children's play area, restrooms, volleyball courts,

picnic tables, and barbeque pits. Local residents frequently use the basketball courts. The park is located in proximity to public transit and has previously served as an after-school program site. McNally Park serves many churches and social groups as a site for special events throughout the year.

The Park is approximately 50 years old and is heavily used by residents who live in close proximity to the park but is frequently visited by citizens community wide. The recreational equipment contained within the park is estimated to be at least 20 years old and is at least several years beyond its usable life. As a result, the equipment is frequently not available to the public, as repairs or replacements are sought. By way of example, McNally Park is the sole remaining park in the Madera inventory whose equipment has not been upgraded or replaced in recent years.

3. Estimated cost of project and source of estimate (if available): $429,875.00

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
No other funding sources have been identified for this rehabilitation project; however, the City's General Fund will be responsible to maintain the new amenities for their expected lifecycle.

4. Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)
This project will require approximately two years for completion. It will be completed as two parallel pieces: the reconstruction of the basketball court and the replacement of the playground and other park amenities. The project will be completed by June 30, 2023.

Task	Start Date	End Date
Project Approval and Agreement Execution	7/2021	8/2021
Preparation of Request for Proposal for Playground Equipment and Supporting Site Amenities	9/2021	12/2021
Engineer Design and Preparation of Construction Documents for Basketball Court	9/2021	12/2021
Bid Process and Contract Award for Playground Equipment and Supporting Site Amenities	1/2022	4/2022

Preparation of Request for Proposal for Construction of Basketball Court	1/2022	4/2022
Demolition of Existing Playground and Construction of New Playground and Supporting Site Amenities	5/2022	12/2022
Bid Process and Contract Award for Construction of Basketball Court	5/2022	8/2022
Construction of Basketball Court	9/2022	4/2023
Grand Re-Opening	5/2023	6/2023

5. What measurable goals will your program deliver?
The McNally Park Rehabilitation Project will:
   a. Provide increased access to the park and playground to more residents, the vast majority of which are low- to very low-income residents.
   b. Provide increased physical activity levels of neighborhood youth and adults with the improved basketball court.
   c. Provide heathier and extended use of the playground amenities and improve aesthetics of the park.

6. What are the project's expected outcomes? How are the outcomes assessed?
It is anticipated that usage will increase approximately 25 percent annually. This increase will be a result of a reduction of downtime due to park amenity breakage and increased accessibility. Attendance records and reservation data will be used to assess this outcome.

7. What HUD National Objective does your program meet?
National Objective #1: Activities benefitting low- to moderate-income person/households.
National Objective #2: Aid in the prevention or elimination of slums or blight.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?
Action 121.10 – Add facilities and amenities for public use.
Strategy 313 – Provide year-round programs fostering community pride at local centers.
Strategy 332 – Expand comprehensive services to Madera's youth.
Strategy 404 – Promote increased community wellness.
Strategy 411 – Enhance and expand recreational activities available to Maderans.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

   a. How old is the affected structure?

McNally Park is one of the oldest parks in the City's inventory of recreational spaces. The park itself is estimated to have been built around the middle of the last century. The playground and its associated amenities are estimated to be approximately 20 years old and are, at a minimum, 5 years overdue for replacement.

b. Will this project affect an historically significant (or potentially historic) structure?
No.

2. Archeological:

a. Will this project involve any ground disturbance?
Only minor ground disturbance will be necessary to anchor amenities, such as playground equipment, benches, trash receptacles, and barbeques. The reconstruction of the basketball court will require the existing asphalt be removed before the new concrete court is built. The footprint of the court will not be changing. Subgrade compaction will be completed to prepare the site for the new court.

b. If so, how deep will excavation be and what is the volume of earth to be moved?
Excavation will be primarily comprised of drilling holes approximately 8 inches in diameter and 18 inches in depth to anchor playground equipment. The volume of earth is not expected to exceed ½ cubic yard per amenity.

3. Water:

a. Does this project involve a sewer or water system?
Yes, water fountains will be replaced as a component of this project, but they will utilize the existing water supply and discharge drain systems.

D. PROGRAM ELIGIBILITY:

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

1. Primarily benefits low and moderate-income persons.
McNally Park is a classified as a neighborhood park that operates in service to Maderans, specifically low- to moderate-income neighborhoods directly adjacent to the park. The facility is in CDBG eligible tract #9 where 69 percent of households have income levels of less than $50,000 per year.

a. Number of persons served annually:
Staff estimates that 4,000 duplicated users would benefit from the proposed amenities on an annual basis.

b. Service Area:
This facility serves City of Madera residents with occasional use by non-residents.

Number of City residents served annually:
Staff estimates that 3,800 of the duplicated users are City of Madera residents.

Number of persons with disabilities or seniors served:
Approximately 1,000 persons with disabilities or seniors will be served. The actual number of persons with disabilities served is hard to estimate as attendance numbers are not currently being tracked. But all community members with disabilities should be provided increased access as the equipment being proposed for the park upgrade, particularly the playground equipment, will be designed and constructed to the most current Federal ADA standard. This modern equipment will provide increased ease of access and will be suitable for a wider range of community members, including those with physical disabilities.

2. How will the proposed project prevent or eliminate slums or blight?
The general condition of the park equipment has deteriorated over the years. The recreational equipment at the park is in a state of disrepair, to the extent that it is in a blighted condition that reflects poorly on the adjacent neighborhood. The plastic playground equipment is faded and weathered; the trash receptacles are rusted through to the extent that it is no longer effective to weld them back together; the barbeques are rusted through their bottoms; and the asphalt on the existing basketball court is cracked and damaged.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
Staff have received requests to replace and upgrade the playground and other recreational equipment at McNally Park, however, specific requests have not been tracked or quantified. A survey was conducted with residents in the neighborhood adjacent the park and approximately 50 residents voiced their support for this application and the associated project (see attachment).

2. Note complaints that have been received, etc.
City Parks staff receive complaints about damaged or broken amenities at McNally Park each year. These complaints are usually in the form of phone calls to which staff are mobilized to enact repairs. The number of repairs needed per year have grown, as the equipment has significantly exceeded its usable lifespan.

3. Evidence of collaboration with other agencies within the community.
Parks has in the past partnered with several local agencies on projects and events:
   a. First 5 of Madera County

b. Madera Coalition for Community Justice
c. Madera County Office of Education
d. Madera Ministerial Association (by way of Valley West Christian Center)
e. Madera Police Department
f. Community Action Partnership of Madera County (CAPMC)
g. Madera County Department of Social Services
h. Camarena Health
i. Madera Beautification Committee
j. Madera County Public Health Department
k. Madera Unified School District

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references. Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Larry Hibdon	Church Leader	4th Street Church	(559) 232-5705	larryhibdon@sbcglobal.net
Donald Holley	Former City Councilmember District 6	City of Madera	(559) 706-9394	
Harlen Rippetoe	President	Big Valley Horseshoe League	(559) 871-9504	ripnsharon@aol.com

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera, Parks & Community Services
PROJECT NAME: McNally Park Rehabilitation Project

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	
Telephone	
Other Expenses (Specify): Grant Administration – Staff Salary and Benefits	$17,625.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	$387,750.00
Consultant/Professional Services	
Construction Management	$24,500.00
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 429,875.00

Staff Work Experience

Arnoldo Rodriguez, AICP, City Manager & Interim Parks & Community Services Director

Mr. Rodriguez joined the City of Madera as City Manager in December 2018. As the City Manager, Arnoldo oversees all services and provides sound recommendations to the Council. Prior to being appointed as a City Manager, Arnoldo served in various capacities in urban planning for over 16 years. He holds a bachelor's degree in Criminology from the University of California at Irvine and attended Cal Poly San Luis Obispo's Urban Planning Program where he received his master's degree. Concurrent to his graduate studies, Arnoldo worked for several non-profit organizations in and around the central coast. After his studies, Arnoldo joined the Planning Department at the City of Fresno where colleagues credit him with drafting and implementing the City's Residential Infill Design Guidelines and the Residential Open Space Guidelines. In addition, Arnoldo conducted extensive research and policy development on best planning practices, infill development, land use, and housing that have served to improve the quality of life the citizens of Fresno experience today. He was responsible for the successful adoption of Fresno's General Plan and drafted the City's Development Code. In 2015, Arnoldo relocated to Yuba City where he served as the Development Services Department Director and was responsible for Planning, Code Enforcement, Building, and Housing. While at Yuba City, Arnoldo also oversaw the City's Community Block Development Grant, HOME, and CalHOME programs.

Mary Church, Administrative Analyst II

Mary has worked for the City of Madera since 2016 in both the Parks & Community Services Department and the Public Works Department. She is currently the Administrative Analyst in the Parks & Community Services Department where she oversees the creation and day-to-day management the Department's budget, assists with grant application development and grant management for both capital projects and community services, and supervises various other administrative tasks like City Council document preparation, payroll, invoice processing, and customer service. Throughout her years at the City, Mary has assisted on several grants such as the Community Development Block Grant (CDBG), Federal Aviation Administration (FAA), Caltrans Division of Aeronautics, Fresno Madera Area Agency on Aging (FMAAA), and Housing-Related Parks Program.

Hector Sanchez, Parks Supervisor

Hector joined the City of Madera's Parks & Community Services Department in 2009 as a Parks Worker II. Hector was promoted over the years to various positions, with his current role being Parks Supervisor which he has held for the last seven years. Hector oversees the Parks Maintenance Division where he supervises the management and maintenance for a variety of City parks, the cross-City trail, and other greenbelts. He also oversees maintenance of the median islands and the City's 80 Landscape Maintenance Zones (LMZ). Over his years in the Parks Department, Hector has assisted on numerous capital projects. In his role, he typically assists with

inspections, day-to-day contact with contractors, and coordination of irrigation systems and landscaping. Some of these projects include construction of Centennial Park playground, soccer field/lighting/restroom additions at Sunrise Rotary Park, development of Knox Park, development of Pomegranate Park, and playground replacement at Pan-American Park.

MCNALLY PARK REHABILITATION PROJECT

We the undersigned indicate our support of the City's application for Grant funds to allow for the rehabiliattion of McNally Park

Name	Address	Signature
Anita Ramos	337 Roosevelt	Anita Ramos
Eustaquio Valentin	331 Roosevelt	E V
Amanda Johnson	321 Roosevelt Ave	Amanda Johnson
Dalia Pacheco	317 Roosevelt Ave	Dalia Pacheco
Rodrigo Lopez	313 Roosevelt Ave	Rodrigo Lopez
Rodrigo Gonzalez	820 South A	Rodrigo Gonzalez
Daphine Scott	513 E. 12th St.	Daphine Scott
Dorothy L. Reese	513 E. 12th St.	Dorothy L. Reese
Michelle Ruiz	701 So Lake St	Michelle Ruiz
Mikayla Ruiz	701 So lake St	
Martha Godinez	705 So Lake St.	
Dorothy J. HALL	717 So. Lake St	Dorothy J. Hall
Jonathon Roberts	419 Roosevelt	
Jonathon Roberts	419 Roosevelt Ave Apt A	
Paula Garcia	429 Roosevelt Ave Apt B	
Everardo Rubio	429 Roosevelt Ave Apt B	
Tomasa Mendez	417 Roosevelt Ave	Tomasa Mendez
Gracie Gonzalez	417 Roosevelt Ave.	
Mavia Tello	413 Roosevelt Av	Mavia Tello
Brenda Jimenez-Duarte	340 Wallace Ave	
Antonio Perez	1100 SA-St	
Alvaro Jimenez	240 Wallace Ave	
Blanca Lopez	#236 Wallace Ave	
Francisca Bravo	232 Wallace Ave	Francisca Bravo
Macrina Prudente	229 Wallace Ave	Macrina Prudente
Sebastian Ruiz	229 Wallace Ave	Sebastian Ruiz
Ardell Ruley	309 Wallace	Ardell Ruley
Clarisa Hernandez	321 Wallace Ave	Clarisa Hernandez

MCNALLY PARK REHABILITATION PROJECT

We the undersigned indicate our support of the City's application for Grant funds to allow for the rehabiliattion of McNally Park

Name	Address	Signature
Isaias Reyes	333 Wallace Ave	
Maria Miramontes	417 Wallace Ave	
Abel Zamora	421 Wallace Ave	
Luz Maria Strada	425 Wallace Ave	
Angel Flores	420 Wallace Ave	
Norma Santos	412 Wallace Ave	
Thania Santos	412 Wallace Ave	
Juana Prudente	400 Wallace Ave.	
Adolfo Gracian	408 wallace	
Luz Evelia	324 HULL Ave	
IUrDes	Cervantes HULL	
	408 Hull Ave	
Victor Flores	416 HULL AVE MADERA CA	
Ester Valencia	431 Hull Ave	
Joe Rodriguez	411 Hull Ave	
Jose Ramos	337 Knox	
Cynthia Moreno	349 Hull Ave	
Pastor Chaz Fryer	344 Hull Ave	
Roxana Garcia	317 Hull Ave	
Guadalupe Garcia	317 Hull Ave.	
Rogelio Morales	313 Hull Ave	

CDBG 2021/2022 GRANT APPLICATION

CAPITAL PROJECTS/PUBLIC IMPROVEMENTS

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	
Applicant Name:	City of Madera Public Works Department
Physical Address:	1030 S. Gateway Dr., Madera, CA 93637
Mailing Address:	1030 S. Gateway Dr., Madera, CA 93637
Program Name:	Public Works Department
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	Daniel Foss Interim Public Works Director 559-661-5466 dfoss@madera.gov
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	
Amount Requested: $	500,000.

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	☐ Grant Application Coversheet
	☐ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☐ Program/Project Timeline
	☐ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☐ References

Submittal Option

1. Email to:
   dfoss@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS
PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

A. GENERAL INFORMATION

1. Name of Department/Organization: **City of Madera, Public Works Department**

Address: **500,000.00**

Contact Person: **Daniel Foss** Phone: **559-661-5466**

Concurrence:

Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

The proposed project involves the maintenance of existing pedestrian facilities including sidewalks, access curb ramps and drive approaches. The project includes various location in the City on Madera within CDBG eligible Census Tracts. The project includes necessary emergency and minor installation of sidewalk up to 100 yards annually.

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

Various locations throughout the City of Madera do not have adequate paths of travel for pedestrians traveling to schools, parks, churches, commercial areas, etc. Through a recent quantitive survey and focused discussion groups conducted throughout the community, with the intent to determine what type of public improvements are the most important to the community, it was determined that one of the priorities for the community is improved maintenance and accessibility of existing sidewalks. The inadequate quality of existing sidewalks and ramps in various locations within the City of Madera represents a potentially safe path of travel for students and residents that walk to school and commercial areas. This project will begin to improve the condition of existing sidewalks along direct routes to school while also providing ADA compliant corner ramps and adjust existing approaches as required.

3. Estimated cost of project and source of estimate (if available): $ **500,000.00**
Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

CDBG Fund: $500,000.00

4 Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

Upon award of the CDBG funds, the City will begin the design phase and move on to construction. Please see attached project schedule.

5. What measurable goals will your program deliver?

This project will help in furthering our goal of creating safe and complete paths of travel for pedestrians. This goal is also included in a City document entitled the Vision 2025 Plan.

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

The outcomes include increasing the availability of accessible paths of travel by repairing sidewalks that have become inaccessible due to sections uplifted by tree roots causing tripping hazards, non- ADA compliant running slopes, cracks, holes, etc. Repairing sidewalks with these unsafe and inaccessible conditions will reduce the potential for pedestrian injuries to occur and provide paths of travel to those with accessibility.

7. What HUD National Objective does your program meet?

The pedestrian improvements meet the following national objectives:

1. **The project is in low and moderate income areas.**
2. **The project would positively address blight in the areas by repairing Sidewalk where lifted sidewalk sections, cracks, and holes are present.**
3. **The project has a direct need to improve quality and accessibility of existing sidewalks for pedestrians. Pedestrian safety is a priority not just locally but also on a state and national level. The lack of quality and accessibility in existing sidewalks puts pedestrians in unsafe situations where they can trip and injure themselves or it may cause those with accessibility needs to avoid using the sidewalk altogether.**

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

The project not only includes the improvements to the street; they enhance the current pedestrian facilities and improve the ADA accessibility.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure?

N/A **There are no historical sites in the project area that would be affected.**

b. Will this project affect an historically significant (or potentially historic) structure?
No.

2. Archeological:

a. Will this project involve any ground disturbance?

The project will cause minimal ground disturbance to repair existing concrete

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

N/A

3. Water:

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

No, this project will be limited to activities involving the repair of existing pedestrian facilities.

D. PROGRAM ELIGIBILITY:

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

1. Primarily benefits low and moderate-income persons.

a. Number of persons served annually:
The project is in various locations within the CDBG qualifying census tracts. The number of persons served depends on the Census tract in which each repair is completed.

b. Service Area:

The number of City residents served annually depends on the Census Tract in which each repair is completed.

c. Number of City residents served annually

The number of City residents served annually depends on the Census Tract in which each repair is completed

d. Number of persons with disabilities or seniors served:

The project would provide accessible sidewalk for numerous seniors and disabled persons in the community. This project would contribute by repairing inaccessible and unsafe sidewalk to provide safe access to schools, commercial areas and local churches.

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

The proposed project is in a low-income area with a high minority population. The area currently has minimal pedestrian facilities on the local roads leading to the schools and commercial areas. Where sidewalks are missing, dirt and dried weeds are present. This project positively addresses the current blight by adding concrete sidewalk improvements where none previously existed.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

   Several surveys were conducted throughout the community with the intent to determine what type of public improvements and public services are the most important to the community. The surveys revealed that one of the priorities for the community is repairing sidewalks to provide a safer pedestrian environment.

2. Note complaints that have been received, etc.

   N/A

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

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or moredesignated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Rosalind Cox	Director of Facilities Planning & Construction	Madera Unified School District	559-675-4548	RosalindCox@maderausd.org
Isabel Guzman	Principal	Thomas Jefferson Middle School	559-474-0271	isabelguzman@maderausd.org
Alan Gilmore	Public Health Program Manager	Madera County Public Health	559-675-7893	Alan.Gilmore@maderacounty.com

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera Public Works
PROJECT NAME: Sidewalk Repairs and Maintenance

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	
Telephone	
Other Expenses (Specify):	

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	500,000.00
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: 500,000.00

For the replacement and repairs of sidewalks at various locations within the Cityof Madera through contract services up to $500,000.00

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority	20	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need	30	
References	10	
Ability to Locate Other Funds	5	
Schedule	10	
Work Plan and Capacity	15	
Public Input Received	10	
TOTAL POINTS	100	

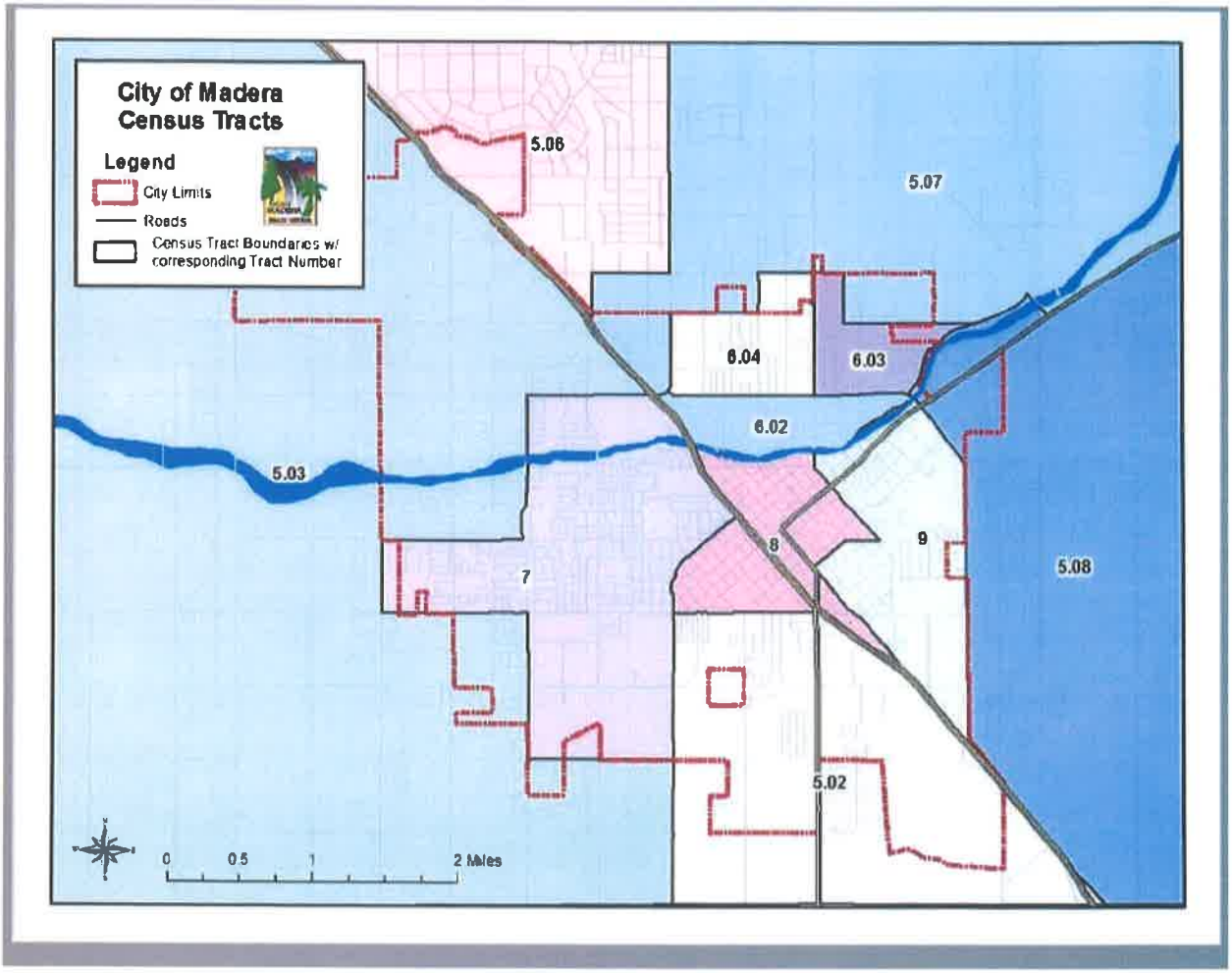
Attachment A

CDBG PROJECT SCHEDULE FOR SIDEWALK REPAIRS AT VARIOUS LOCATIONS WITHIN THE CITY

ITEM OF WORK	DATE
CDBG Funds Awarded	**7/1/2021**
Begin design of Project	**7/7/2021**
Advertise for Construction	**7/14/2021**
Award the Project	**8/11/2021**
Construction Phase	**8/25/2021**
Project Close-out	**6/30/2022**

ATTACHMENT
B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9THESE ARE THE ELIGIBLE TRACTS WHERE CDBG PROGRAMS AND PROJECTS MUST OCCUR



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

Agenda Number: C-3

SUBJECT:

Public Hearing for Second Reading for Adoption of Two Ordinances Relating to Cannabis to the Municipal Code

RECOMMENDATION:

Conduct a public hearing and waive the full reading of two ordinances amending the Madera Municipal Code as follows:

1. A Zoning Ordinance Amending Sections §10-3.802 (Light Industrial), §10-3.902 (Heavy Commercial), §10-3.1002 (Industrial zones), and §10-3.11.503 (Industrial Park Zones) of the Zoning Ordinance

2. A Regulatory Ordinance Adding Chapter 5 to Title VI of the Madera Municipal Code Relating to Cannabis Businesses; Repealing Section §4-15 (Medical Marijuana and Cultivation; Chapter 15 to Title IV: Public Welfare); and Adding Section §6-1.95 (Cannabis; Chapter 1 to Title VI: Businesses, Professions, and Trades)

BACKGROUND:

The City Council (Council) introduced and conducted the first reading of the two subject ordinances at a Special Council meeting on Monday, June 7, 2021. This is the second reading and adoption.

It is noted that during the first reading, staff and legal counsel discussed numerous edits to the Regulatory Ordinance. These edits were included typographical errors, clarifying language, and exchanging a map of the Madera Downtown Business Improvement Area. Those edits were incorporated into the motion adopting the ordinance.

SUMMARY:

Initial workshops on the cannabis regulatory ordinance and related procedures have been presented to Council on January 6, 2021, January 20, 2021, and April 21, 2021. The workshops discussed the basic components of the ordinance, procedural guidelines, selection criteria, and approval of cannabis business permits. Staff presented reasoning for the recommended approach and solicited feedback and direction by Council majority on policy considerations before completing the preparation of the ordinance, as well as land use ordinance designating zone districts where cannabis businesses may be permitted.

The purpose and intent of the cannabis regulatory ordinance is to provide access to adult-use cannabis for persons aged 21 and over as authorized AUMA ("Proposition 64") approved by the California Voters in 2016, while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses from disproportionately negative impacts. It is the purpose and intent of the proposed Municipal Code amendments herein in conjunction with the proposed cannabis regulatory ordinance to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery and distribution of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law.

More recently, Council, at the request of staff, adopted a resolution initiating a text amendment to the zoning regulations relating to cannabis activity in certain zone districts per Section §10-3.1502 of the Zoning Ordinance.

PLANNING COMMISSION ACTION:

On May 24, 2021, the Planning Commission (Commission) considered the proposed amendments to the Zoning Ordinance. After extensive discussion, the Commission recommended that the Council approve the amendments to the Zoning Ordinance.

PROPOSED AMENDMENTS:

Various changes to the Municipal Code are proposed, including (in order as outlined in the two Ordinances):

- Title X: Planning and Zoning of the Municipal Code
- Title VI, Chapters 1 and 5 (Businesses, Professions, and Trades)
- Title IV, Chapter 15 (Public Welfare)

The following provides a summary of the proposed amendments.

1. Zoning Ordinance Amendments

The proposed cannabis regulatory ordinance being contemplated by Council is subject to the Zoning Code's ability to permit the cultivation, processing, manufacturing, testing, distribution, and the sale of cannabis and cannabis products pursuant to meeting specific requirements.

The Zoning districts specific to implementing the proposed cannabis regulatory ordinance are the C-1 (Light Commercial), C-2 (Heavy Commercial), I (Industrial), and the IP (Industrial Park) Zones. Absent amending the Zoning Ordinance, cannabis related activities within the City would not be possible. Therefore, staff is proposing to amend the Zoning Ordinance to allow for cannabis related activities in the City.

The following provides a summary of the proposed zoning code amendments.

A. Section §10-3.802 (Light Commercial Zone District; C-1)

Section 10-3.802 details the uses permitted. Subsection (A) would be amended to allow the sale of cannabis and cannabis products in a C-1 zone by right as follows:

(A) The following retail stores selling new merchandise exclusively and personal service establishments within a building, including:

~~(43) Other retail businesses or retail commercial enterprises which are similar in character or rendering neighborhood commercial services and are not more detrimental to the welfare of the neighborhood in which located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification;~~

(43) Cannabis and Cannabis Product Retail Sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(44) Other retail businesses or retail commercial enterprises which are similar in character or rendering neighborhood commercial services and are not more detrimental to the welfare of the neighborhood in which located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

B. Section §10-3.902 (Heavy Commercial; C-2)

Section §10-3.902 details allowable uses in the C-2 (Heavy Commercial) zone by right. Subsection (A) would be amended to allow the sale of cannabis and cannabis products in a C-1 zone by right as follows:

(A) The following uses shall be permitted in the C-2 zone:

(7) Cannabis and Cannabis Product Retail Sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

C. §10-3.1002 (Industrial Zone District; I)

Section §10-3.1002 details allowable uses in the I (Industrial) zone. Subsection (A) would be amended to allow the cultivation, distribution, manufacturing, testing labs, and retail of cannabis and cannabis products as follows:

(A) The following uses shall be permitted in I zones:

~~(17) Other retail and wholesale stores or storage and service establishments, light industrial and manufacturing uses determined by the Planning Commission to be similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification~~

(17) Cultivation, Distribution, Manufacturing, Testing Labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(18) Retail only in conjunction with Vertical Integration Business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(19) Other retail and wholesale stores or storage and service establishments, light industrial and manufacturing uses determined by the Planning Commission to be similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

D. §10-3.11.503 (Industrial Park Zones; IP)

Section 10-3.11.503 details allowable uses in the IP (Industrial Park) zone. Subsection (A) would be amended to allow the cultivation, distribution, manufacturing, testing labs, and retail of cannabis and cannabis products as follows:

(A) The following uses shall be permitted in IP zones:

(11) Cultivation, Distribution, Manufacturing, Testing Labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(12) Retail only in conjunction with Vertical Integration Business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

2. Regulatory Ordinance (Chapter 5 To Title VI)

The proposed ordinance outlines and codifies the process for obtaining a permit to operate a cannabis business. This includes the initial application procedure, permittee selection process, renewal, revocation, and transfer of a cannabis business permit. It should be noted that applications will be reviewed per the Procedure Guidelines and Review Criteria. These guidelines will provide specifics of the merit-based application process, including application requirements and evaluation procedures and criteria are being developed. The proposed ordinance calls for a separate resolution or resolutions regarding specific Procedure Guidelines and Review Criteria this ordinance.

The initial phase of the process is application submittal. Applications will be required to include, at a minimum, the submittal of a required owner/operator company background, zoning verification letter, evidence of the right to occupy property, and a community benefit component. Staff, along with a consultant, shall conduct the initial screening.

Eligible applicants will continue to the next step in the process which includes a public meeting to solicit community feedback. The community meeting will be conducted by staff. Following the public meeting, applications will be vetted by staff consistent with the criteria established by the Council. This includes a substantive evaluation based on review criteria and a point system or equivalent evaluation scale to be established by the Council. At the conclusion of the vetting processes, staff will prepare a report for consideration by Council. Applications that meet the minimum thresholds will be referred to the Council for final action.

In addition, the proposed ordinance also includes provisions for renewing a cannabis business permit each year, transfers of ownership, and transfer of location. The renewal of a cannabis permit will require a compliance review and would be approved or denied by the City Manager. Council action is required when transfers of ownership exceed 51 percent.

Operating Requirements

The proposed ordinance outlines operating requirements for commercial cannabis businesses, including the location and design, recordkeeping, security measures, general operating requirements, and operating requirements specific to each permitted business type.

Cannabis businesses are restricted to specific commercial and industrial zones and are subject to all the requirements of the zone in which the business chooses to locate. Cannabis businesses must be a minimum 600 feet from any sensitive use, school (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12), commercial daycare, or youth center that is in existence at the time a permit application is deemed complete; however, exceptions are proposed to allow for cannabis activities in certain areas, such as downtown, which are suitable for retail activities.

While the ordinance provides exhaustive details, a summary is as follows:

1. Operators must:
    a. Maintain accurate books and records in an electronic format, detailing revenues.
    b. Maintain an inventory control and reporting system that documents the present location, amounts, and descriptions of products for all stages.
    c. Provide access to City officials for the purpose of conducting an audit or examination within 24 hours of City request.
    d. Comply with strict security measures. Examples of security measures include installation of 24-hour security surveillance cameras, sensors and secure alarm systems, controlled access, security lighting, and on-site security personnel.
    e. Adhere to restrictions on sales of alcohol or tobacco, prohibition of on-site consumption, and loitering and odor control.

2. Signage for cannabis businesses is limited to only that needed for identification and shall not contain any logo or image of cannabis or cannabis products.

3. Finally, the ordinance contains requirements and provisions to prevent youth consumption of cannabis. In general, persons under the age of 21 are not to be allowed on the premises of a commercial cannabis business or employed by a commercial cannabis business. Businesses must check the IDs of all patrons prior to entrance using current ID scanning technology. The exception being for those aged 18-21 with a valid physician's recommendation for medicinal cannabis.

In addition to the regulations, the ordinance includes the following amendments:

A. Section §4-15 (Medical Marijuana and Cultivation; Title IV: Public Welfare)

Today, Section §4-15.02 prohibits commercial cannabis activities in the City. Staff recommends repealing this section in its entirety.

B. Section §6-1.95 (Cannabis; Title VI: Businesses, Professions, and Trades)

Section §6-1 of the code addresses business license obtainment procedures by specific use. As commercial cultivation, processing, manufacturing, testing, distribution, or the sale of cannabis or cannabis products is not currently an allowable use in the City, a new section would be added (Section 6-1.95) as follows:

> "Any person or organization wishing to conduct commercial cultivation, processing, manufacturing, testing, distribution, or the sale of cannabis or cannabis products in the City shall obtain and maintain a Cannabis Business

License pursuant to Chapter 5 of Title VI of the Madera Municipal Code "Cannabis Business."

PROCEDURE GUIDELINES AND REVIEW CRITERIA & NEXT STEPS

The regulatory ordinance outlines the process and defines terms, roles, etc. While it is thorough, additional action will be required in the form of Council Resolutions. The following provides a synopsis of some of the items that will be brought before Council at a future meeting and also captures some of the items that Council previously discussed:

1. *Community benefits from revenue*: Establishing a housing fund to be made available to school district and local government employees to be used towards the purchase of their primary residence.

   Status: To be discussed at a future Council meeting.

2. *Conditions of Project Approval:*
   a. *Labor Peace Agreement*: Permit Labor Peace Agreements for establishments with at least 10 employees

      Status: This item is addressed in Section §6-5.13(G) of the regulatory ordinance.

   b. *Health Certificate*: Require a minimum of 30 hours of training for managers as provided by the Cal-OSHA.

      Status: Minimum requirement by the State.

   c. *Local Hire Preference*: Require that a minimum of 80 percent of non-management employees be from the local area.

      Status: To be discussed as part of the Procedure Guidelines and Review Criteria

3. *Social Equity Retail Outlets*: Allow for 2 social equity retail establishments, for a total of 8 retail stores.

   Status: The proposed Regulatory Ordinance provides that the number of permits to be issued will be addressed by Council Resolution. The number of social equity retail outlets will also be part of the process to adopt such a resolution.

4. *Evaluation Procedures and Scoring Criteria:* Criteria to determine minimum thresholds to advance in process.

   Status: To be discussed as part of the Procedure Guidelines and Review Criteria.

Following action or direction by Council on the two ordinances, staff will schedule a future meeting with Council to discuss the Procedure Guidelines and Review Criteria, fees, and other resolutions as noted above.

MADERA DOWNTOWN ASSOCIATION

In addition to public testimony, the Madera Downtown Association submitted a letter dated May 17, 2021 requesting that a minimum of two dispensaries be located in downtown. Their letter is attached.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The ordinances are exempt from CEQA as Division 13 of the Public Resources Code does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction as it relates to commercial cannabis activity, so long as it is adopted prior to July 1, 2021.

FINANCIAL IMPACT:

Costs associated with cannabis related work includes the following:

- Contract with HdL totaling $30,000
- Cost to place the ballot measure on the November 3, 2020 election was approximately $100,000.
- Various staff time and City Attorney fees

Note that HdL contract cost may be recovered by fees from potential applicants should the City permit cannabis activities in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While not specifically addressed, the requested action is consistent with the Vision Madera 2025 Plan; Effective Government: Strategy 115. – Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

The Council may direct staff to return with additional information. While that is certainly the prerogative of the Council, we note that such a delay would limit the ability to adopt the ordinances without further CEQA analysis.

ATTACHMENTS:

1. Ordinance, Zoning Ordinance Updates
2. Regulatory Ordinance, Cannabis Business Permit and amendments to the Municipal Code
3. Map of C-1, C-2 Zones
4. Map of I, IP Zones
5. Letter from Madera Downtown Association dated May 17, 2021

Attachment 1:

Ordinance

Zoning Ordinance Updates

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MADERA AMENDING SECTIONS 10-3.802, 10-3.902, 10-3.1002, AND 10-3.11.503 OF THE MADERA MUNICIPAL CODE RELATING TO AUTHORIZING COMMERCIAL CANNABIS ACTIVITIES IN CERTAIN ZONE DISTRICTS OF THE CITY

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 10-3.802 relating to the Light Commercial Zone District (C-1) of the Madera Municipal Code is amended to read as follows:

§ 10-3.802 USES PERMITTED.

(A) The following retail stores selling new merchandise exclusively and personal service establishments within a building, including:

(1) Appliance stores, sales and repair;

(2) Bakeries, limited to retail sales on the same premises;

(3) Banks;

(4) Barber shops;

(5) Beauty parlors;

(6) Bicycle repair and sales;

(7) Book stores;

(8) Candy stores;

(9) Department stores;

(10) Dressmaking or millinery shops;

(11) Drug stores;

(12) Dry goods or notions stores;

(13) Florist shops;

(14) Food stores (groceries, fruits, and vegetables);

(15) Hardware stores;

(16) Insurance offices;

(17) Jewelry stores;

(18) Meat markets or delicatessens;

(19) Nurseries (plant material and supplies);

(20) Offices, business or professional;

(21) Service stations, but not including auto engine and transmission overhauling, tire rebuilding, or battery manufacture;

(22) Restaurants and cafes;

(23) Shoe shops, sales and repair;

(24) Stationery stores;

(25) Studios, photographic;

(26) Tailor shops;

(27) Single bay, fully automatic car wash accessory to a permitted use; and

(28) Apparel stores and boutiques;

(29) Art galleries;

(30) Arts and craft studios;

(31) Automobile parts and supply stores;

(32) Clinics (medical and dental);

(33) Electrical appliance repair shop (small appliances only);

(34) Hobby supplies and craft sales;

(35) Laundries;

(36) Laundromat, self serve;

(37) Locksmith and key shops;

(38) Newspaper and magazine stands;

(39) Newspaper and magazine stands;

(40) Pet shops;

(41) Pharmacies;

(42) Video arcades of five or fewer games;

(43) Cannabis and Cannabis Product Retail Sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(44) Other retail businesses or retail commercial enterprises which are similar in character or rendering neighborhood commercial services and are not more detrimental to the welfare of the neighborhood in which located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

SECTION 2. Section 10-3-9.202 relating to the Heavy Commercial Zone District (C-2) of the Madera Municipal Code is amended to read as follows:

§ 10-3.902 USES PERMITTED.

(A) The following uses shall be permitted in the C-2 zone:

(1) Any use permitted in the C-1 zone.

(2) Wholesale stores and storage within buildings.

(3) Building material yards.

(4) Lumber yards.

(5) Used secondhand merchandise within enclosed buildings.

(6) Emergency shelter as provided in § 10-3.422.

(7) Cannabis and Cannabis Product Retail Sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

SECTION 3. Section 10-3.1002 relating to the Industrial Zone District (I) of the Madera Municipal Code is amended to read as follows:

§ 10-3.1002 USES PERMITTED.

(A) The following uses shall be permitted in I zones:

(1) Animal hospitals, kennels and veterinarians;

(2) Automobile dismantling and use parts storage, provided such must be conducted wholly within a building;

(3) Boat-building works;

(4) Building materials, sales and storage;

(5) Dairy products processing;

(6) Dwelling for a caretaker or security guard and his immediate family, necessary and incidental to a use located in such zone;

(7) Electrical and electronic instruments, devices and appliances, manufacture and assembly;

(8) Garment manufacture;

(9) Ice and cold storage plants;

(10) Laboratory, experimental and testing;

(11) Machine shops;

(12) Pharmaceuticals and drugs, manufacture;

(13) Prefabrication of buildings;

(14) Stone monument works;

(15) Textile manufacturing;

(16) Accessory buildings and uses customarily incidental to any of the above uses;

(17) Cultivation, Distribution, Manufacturing, Testing Labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(18) Retail only in conjunction with Vertical Integration Business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(19) Other retail and wholesale stores or storage and service establishments, light industrial and manufacturing uses determined by the Planning Commission to be similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification

SECTION 4. Section 10-3.11.503 relating to the Industrial Park Zone District (IP) of the Madera Municipal Code is amended to read as follows:

§ 10-3.11.503 PERMITTED USES.

(A) The following uses shall be permitted in IP zones:

(1) Apparel and other finished products made from fabrics and similar materials;

(2) Books, newspaper and magazine printing and publishing and allied industries;

(3) Electrical and electronic instruments, machinery, equipment and supplies manufacturing;

(4) Furniture and fixture manufacturing;

(5) Fabricated metal products manufacturing, except ordnance machinery and transportation equipment;

(6) Leather and leather products;

(7) Textile mill products;

(8) Professional, scientific, and controlling instruments;

(9) Photographic and optical goods;

(10) Watches and clocks.

(11) Cultivation, Distribution, Manufacturing, Testing Labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(12) Retail only in conjunction with Vertical Integration Business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

SECTION 5. CEQA. Until July 1, 2021, Business and Professions Code section 26055, subdivision (h), as amended, provides that the California Environmental Quality Act (CEQA) does not apply to adoption of an ordinance, rule, or regulation by local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity. The proposed ordinance is subject to a statutory exemption from CEQA because the City requires discretionary review

and approval, including applicable environmental review pursuant to CEQA of permits or other authorizations to engage in commercial cannabis activity.

SECTION 6. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 8. Effective Date. This ordinance shall become effective thirty days from the date of adoption

(*Clerk's Certification and Attestation to be added*)

Attachment 2:

Regulatory Ordinance, Cannabis Business Permit and amendments to the Municipal Code

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MADERA, CALIFORNIA ADDING CHAPTER 5 TO TITLE VI RELATING TO CANNABIS BUSINESSES; REPEALING CHAPTER 15, MEDICAL MARIJUANA AND CULTIVATION, OF TITLE IV, PUBLIC WELFARE; AND ADDING SUBSECTION 95 TO CHAPTER 1, BUSINESS LICENSE, OF TITLE VI, BUSINESS, PROFESSIONS, AND TRADES OF THE MADERA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 5 is added to Title VI of the Madera Municipal Code to read as follows:

CHAPTER 5

CANNABIS BUSINESSES

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6-5.02 Purpose and Intent
6-5.03 Legal Authority
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6.5.49 Promulgation of Regulations, Standards and Other Legal Duties
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6.5.51 Fees Deemed Debt to the City
6.5.52 Permit Holder Responsible for Violations
6.5.53 Inspection and Enforcement
6.5.54 Violations declared a public nuisance

6-5.01 Title.

This Chapter shall be known as the Cannabis Business Permit Ordinance of the City of Madera.

6-5.02 Purpose and Intent.

It is the purpose and intent of this Chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA") to accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes as recommended by their health

care provider(s), and to provide access to same. It is also the purpose and intent of this Chapter to provide access to adult-use cannabis for persons aged 21 and over as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act ("AUMA" or "Proposition 64" approved by California voters in 2016), while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses from disproportionately negative impacts. It is the purpose and intent of this Chapter to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law.

6-5.03 Legal Authority.

This Chapter is adopted pursuant to the authority granted to the City by Sections 5 and 7 of Article XI of the California Constitution and the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter "MAUCRSA").

6-5.04 Cannabis Cultivation and Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter.

Except as specifically authorized by this Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution, or transportation (other than as provided under Business and Professions Code Section 26090(e)), of cannabis or cannabis products is expressly prohibited in the City.

6-5.05 Compliance with State and Local Laws and Regulations.

It is the responsibility of the owners and/or operators of any commercial cannabis business within the City limits to ensure that they operate in a manner compliant with this Chapter, all applicable state and local laws, and any regulations promulgated thereunder, including but not limited to the MAUCRSA.

6-5.06 Definitions.

All definitions pertaining to cannabis regulation that appear in Business and Professions Code Section 26001, as codified by Senate Bill 94, the MAUCRSA of 2017, are hereby incorporated by reference. Definitions appearing in this ordinance are either those that are not covered by state law, pre-date Proposition 64 and the MAUCRSA, or are outside the scope of Business and Professions Code Section 26001.

(A) "Applicant" means a person or entity that submits an application for a Cannabis Business Permit under this Chapter.

(B) “Bureau” means the Bureau of Cannabis Control with the California Department of Consumer Affairs, or its successor the Department of Cannabis Control which becomes effective July 1, 2021.

(C) “Cannabis” shall have the same meaning as that appearing in Business and Professions Code Section 26001(f).

(D) “Canopy” shall have the same meaning as that appearing in Title 3, Section 8000(f) of the California Code of Regulations.

(E) “Caregiver” or “primary caregiver” has the same meaning as that term is defined in Health and Safety Code Section 11362.7.

(F) “City” shall mean the City of Madera, California.

(G) “City Manager” shall mean the City of Madera City Manager or his or her designee.

(H) “Commercial cannabis business” means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(I) “Cannabis Business Permit” means a regulatory permit issued by the City pursuant to this Chapter to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City. The initial permit and annual renewal of a commercial cannabis business is made expressly contingent upon the business’ ongoing compliance with all of the requirements of this Chapter and any regulations adopted by the City governing the commercial cannabis activity at issue.

(J) “Cannabis Business Permittee” or “Permittee” means a person or entity that has received a Cannabis Business Permit from the City as authorized under this Chapter.

(K) “Dispensing” means any activity involving the retail sale of cannabis or cannabis products from a retailer.

(L) “Distributor” shall have the same meaning as that appearing in Section 26070 of the Business and Professions Code.

(M) “Limited-access area” means an area in which cannabis is stored or held and is only accessible to a permittee and authorized personnel.

(N) “Manufactured cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(O) “Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid Cannabis Business Permit for manufacturing from the City of Madera and a valid state license as required for manufacturing of cannabis products.

(P) “Microbusiness” shall have the same meaning as that contained in Section 26070(a)(3) of the Business and Professions Code.

(Q) “Non-retailer business” means a wholesale business which includes cultivation, manufacturing, distribution, and testing labs.

(R) “Non-storefront retailer” is a subset of “Retailer” and is a licensed retail business that is closed to the public and provides product to customers solely by means of a delivery service which the retailer owns and controls.

(S) “Non-volatile solvent” means any solvent used in the extraction process that is not a volatile solvent as defined by state law. For purposes of this chapter, a non-volatile solvent includes carbon dioxide (CO_2) used for extraction and ethanol used for extraction or post-extraction processing.

(T) “Owner” means any of the following:

(1) A person with an aggregate ownership interest of 10 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien or encumbrance.

(2) The Manager of a nonprofit or other entity.

(3) A member of the board of directors of a nonprofit.

(4) An individual who will be participating in the direction, control, or management of the person applying for a license. Such an individual includes any of the following:

(a) A general partner of a commercial cannabis business that is organized as a partnership.
(b) A non-member manager or manager of a commercial cannabis business that is organized as a limited liability company.
(c) An officer or director of a commercial cannabis business that is organized as a corporation.
(d) An individual entitled to a share of at least 10 percent of the profits of the commercial cannabis business.

(5) Any individual who assumes responsibility for the license.

(6) When an entity is an owner in a commercial cannabis business, all entities and individuals with a financial interest in the entity shall be disclosed to the City and may be considered owners of the commercial cannabis business. For example, this includes all entities in a multi- layer business structure, as well as the chief executive officer, members of the board of directors, partners, trustees and all persons who have control of a trust and managing members or non-member managers of the entity. Each entity disclosed as having a financial interest must disclose the identities of persons holding financial interests until only individuals remain.

(U) "Package" means any container or receptacle used for holding cannabis or cannabis products.

(V) "Patient" or "qualified patient" shall have the same meaning as that contained in California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which includes within its definition a person who is entitled to the protections of California Health & Safety Code Section 11362.22.

(W) "Person" shall mean any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit.

(X) "Person with an identification card" shall have the same meaning as that contained in California Health and Safety Code Section 11362.7.

(Y) "Processing" means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and nonmanufactured cannabis products.

(Z) "Retailer" or "Storefront Retailer" shall have the same meaning as that contained in Section 26070(a)(1) of the California Business and Professions Code.

(AA) "State license" means a permit or license issued by the State of California, or one of its departments or divisions, under the MAUCRSA and any subsequent related State of California legislation, to engage in cannabis activity. A state license alone will not authorize the holder to operate a cannabis business, as state law also requires a permit or other authorization issued by a local jurisdiction.

(BB) "Topical cannabis" means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by California Health and Safety Code Section 109925.

(CC) “Transport” means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting cannabis activity authorized by the MAUCRSA which may be amended or repealed by any subsequent related State of California legislation. Transport can only be performed by licensed distributors and does not include deliveries of cannabis or cannabis products.

(DD) “Vertical Integration” means a Cannabis Business that will hold a minimum of three (3) non-retail cannabis permit which includes manufacturing, distribution, and at least one cultivation license which shall cultivate at least 20,000 square feet of canopy in the City. A Vertical Integrated business may also be eligible to operate a retail or non-storefront retail business upon evidence of actual operation of at least three non-retail cannabis permit in the City.

(EE) "Volatile solvent" means a solvent as defined by Health and Safety Code Section 11362.3(b)(3) as of the effective date of this article and as subsequently amended.

(FF) “Youth center” means any:

(1) Public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to:

(a) Private youth membership organizations or clubs,
(b) Social service teenage club facilities,
(c) Video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or
(d) Similar amusement park facilities, and
(e) Must be used for youth activities at least 60 percent of the time in a calendar year.

(2) It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on public or private school grounds, or on City, county, or state parks.

(3) This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor’s office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

6-5.07 Cannabis Business Permit Required to Engage in Cannabis Business.

No person may engage in any cannabis business within the City including cultivation, manufacture, processing, laboratory testing, distributing, dispensing, or sale of cannabis or a cannabis product unless the person meets all of the following requirements:

(A) Possesses a valid Cannabis Business Permit from the City;

(B) Possesses a valid State of California Seller's Permit;

(C) Possesses a valid City cannabis business license tax certificate; and

(D) Is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and the cannabis activities, including the duty to obtain any required state licenses.

6-5.08 Evidence of Cannabis Owners and/or Employees Background Check Required.

(A) Any person who is an owner, employee or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.

(B) Cannabis business owners, operators, investors, managers, and employees shall be required to submit to a criminal background check for themselves and all persons in their employment.

(C) The City shall conduct criminal background checks which must at a minimum identify the following:

(1) Whether the individual applying for employment has ever been convicted of a violent felony as defined by California Penal Code 667.5 or equivalent offenses in other states;

(2) Whether the owner or employee has ever been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states; or

(3) Whether the owner or employee has ever been convicted of the illegal use, possession, transportation, distribution, or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, not including cannabis-related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

(D) Evidence of a conviction of any the offenses enumerated in Section 6-5.08(c) shall be grounds for denial of employment.

(E) Violation of this section shall be grounds for immediate suspension of the business' operating Cannabis Business Permit, pending a hearing before the City Manager within 30 days for a final determination of the status of the permit.

6-5.09 Personnel Prohibited from Holding a License or from Employment with a Cannabis Business Permittee.

(A) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, in which any of the following actions or notices have been issued for non-compliance, shall not be eligible to obtain a Cannabis Business Permit from the City or from employment with a Cannabis Business Permittee in the City of Madera:

(1) The applicant has been denied a cannabis license due to a disqualifying factor or has had a cannabis license suspended or revoked by any city, county, city and county or any other state cannabis licensing authority;

(2) The applicant was notified by the state, county, or city that it was conducting cannabis activity in violation of City ordinances, codes, and requirements, and failed to cure the violation in a timely manner;

(3) Evidence that the applicant is delinquent in payment of federal, state, or local taxes and/or fees, and has taken no steps to cure the delinquency when notified by the appropriate agencies;

(4) As of June 16, 2021, applicant was conducting cannabis activity in the City of Madera in violation of local and state law.

(B) No person shall be issued a Cannabis Business Permit to operate if that person enters into either a verbal or written agreement to lease, sublease, or any other agreement for any terms of use of the premises granted by a property owner, commercial broker or any third party, that is in violation of Section 6-5.07 above unless that property is leased at fair market value. Any such lease, sublease or agreement shall not contain terms or conditions requiring the Cannabis Businesses Permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

6-5.10 Maximum Number and Type of Authorized Cannabis Businesses Permitted.

This section is only intended to create a maximum number and types of cannabis businesses that may be issued permits to operate in the City.

(A) The number of each type of cannabis business that shall be permitted to operate in the City shall be established by resolution by the City Council.

(B) Each year following the City Council's initial award of permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of Cannabis Business Permits which are authorized for issuance and make any changes by resolution.

(C) The City Council at its sole discretion may determine that the number and/or types of Cannabis Business Permits should remain the same or be modified.

6-5.11 Community Benefits.

(A) The application procedure process shall include a component on community benefits.

(B) Any community benefits that a cannabis business agrees to provide shall be incorporated into the terms and conditions under which the cannabis business will operate with the City's approval, if and when a Cannabis Business Permit is issued. Such terms and conditions shall be in addition to the requirements of this Chapter.

(C) Community benefits may include but will not be limited to: in-kind donations; sponsorship of community events; financial support or otherwise, for special community events such as fairs, afterschool programs, youth centers, Boys and Girls Clubs, local schools whether public or private; school athletic programs; school clubs; community centers, homeless shelters, senior centers and/or senior living facilities, parks and recreation programs.

6-5.12 City's Reservation of Rights.

The City reserves the right to reject any or all applications for a Cannabis Business Permit. Prior to such permit issuance, the City may modify, postpone, or cancel any request for applications, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to a failure to comply with other requirements in this Chapter, an application may be rejected for any of the following reasons:

(A) The application was received after the designated time and date of the deadline.

(B) The application did not contain the required elements, exhibits, or was not organized in the required format.

(C) The application was considered not fully responsive to the request for a permit application.

6-5.13 Procedure Guidelines and Review Criteria to Evaluate Cannabis Business Applications.

(A) By resolution the City Council shall adopt Procedure Guidelines (also referenced as application process in this Chapter) and Review Criteria for the City's evaluation of cannabis business permit applications.

(B) The Procedure Guidelines shall provide the process for soliciting applications including time frames, limitations, requirements, forms, and rules for completing applications.

(C) The Review Criteria shall include detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to particular sets of criteria.

(D) The scoring on Review Criteria shall be used to determine which candidates will be eligible to participate in the interview or other decision process as determined by City Council resolution.

(E) The City Manager shall be authorized to prepare any necessary forms and adopt any necessary rules to implement the Procedures Guidelines and Review Criteria.

(F) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the application process.

(G) For applicants with ten or more employees, the applicant shall attest that the applicant has entered into a labor peace agreement and will abide by the terms of the agreement, and the applicant shall provide notarized statement thereof to the City. For applicants that have not yet entered into a labor peace agreement, the applicant shall provide a notarized statement indicating that within 30-days of receipt of cannabis permit from the City, the applicant will enter into and abide by the labor peace agreement.

6-5.14 Application Review Process.

(A) Applications will be reviewed per the Procedure Guidelines and Review Criteria and will be either denied or approved.

(B) Once the proposed locations of approved applications have been identified, the Community Development Director, or his or her designee shall verify whether they are

properly zoned for the type of license(s) in which the applicant has applied. If permitted, a zoning verification letter shall be issued.

(C) Only approved applications meeting guidelines set by City Council resolution will be eligible to participate in the final selection process.

(D) Upon the completion of the review process, a public meeting shall be set in which concerns of residents, businesses, and community organizations alike may be brought before the City.

(E) The Community Development Director, or his or her designee shall conduct the public meeting to solicit community feedback.

(F) Public Notice shall be mailed at least ten (10) days prior to the public meeting to the following:

(1) All property owners of record within a minimum 300-foot radius of the subject property as shown on the latest available assessment role or a larger radius if deemed necessary by the Community Development Director, or his or her designee in order to provide adequate public notification; and

(2) Any person or group who has filed a written request for notice regarding the specific application.

(3) Failure to Notify Individual Properties. The validity of the proceedings shall not be affected by the failure of any property owner, resident or neighborhood or community organization to receive a mailed notice.

(G) Applications shall be vetted by the City Manager and a team of his/her choice consistent with Review Criteria established by City Council Resolution. At the conclusion of the vetting process, the City Manager shall prepare a report for consideration by the City Council.

(H) The City Council may either deny or approve the final candidates and shall select the top candidates in each category of the cannabis businesses pursuant to Review Criteria established by City Council Resolution. The City Council's decision as to the selection (denial or approval) of the prevailing candidates shall be final and shall not be subject to further administrative or City Council review or appeal.

(I) The City will issue a notice to the prevailing applicants that the City will issue an official Cannabis Business Permit(s) upon the prevailing applicant(s) obtaining all required land use approvals. Once all required land use approvals are secured, the City will issue an Official Cannabis Business Permit.

6-5.15 Exercise of a Cannabis Business Permit.

(A) Each Cannabis Business Permit issued pursuant to this Chapter shall expire twelve (12) months after the date of issuance. Cannabis Business Permits may be renewed as provided in Section 6-5.18.

(B) A Cannabis Business Permit shall be exercised within twelve (12) months of issuance. Exercised shall be when any of the following occur:

(1) A Certificate of Occupancy has been issued,

(2) The permitted use(s) has commenced on the site, and

(3) A City Building Permit or Grading Permit is secured and construction lawfully commenced.

6-5.16 Scope of Approval.

(A) If a location has not been in regular and continuous operation in the preceding four (4) months, it shall be considered abandoned unless mitigating circumstance occur which were beyond the control of the permittee and an extension has be authorized by the City Manager.

(B) The approval of a new use under the City's zoning ordinance shall terminate all rights and approvals of a Cannabis Business Permit occupying the same site or location.

6-5.17 Reapplying for a Cannabis Business Permit.

If an application is denied a permit due to a disqualifying factor such as failing a background check or not complying with any state, or local jurisdictions regulatory requirements in which legal or administrative action has been taken a new application may not be filed for one (1) year from the date of the denial. This section shall not apply to an approved applicant not awarded a permit resulting from the City not selecting them for one of the permits in the application process.

6-5.18 Renewal of Cannabis Business Permits.

(A) An application for renewal of a Cannabis Business Permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.

(B) The renewal application shall contain all the information required for new applications.

(C) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter.

(D) An application for renewal of a Cannabis Business Permit shall be rejected if any of the following exists:

(1) The application is filed less than sixty (60) days before its expiration or a shorter time period which shall be at the discretion of the City Manager.

(2) The Cannabis Business Permit is suspended or revoked at the time of the application.

(3) The Cannabis Business has not been in regular and continuous operation in the four (4) months prior to the renewal application or the approved extension of the deadline from the City Manager.

(4) The Cannabis Business has failed to conform to the requirements of the Cannabis Business Permit or this Chapter or any regulations adopted pursuant to this Chapter.

(5) The permittee fails or is unable to renew its State of California license.

(6) If the state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of the state rules and regulations and the state has determined that the violation is grounds for termination or revocation of the Cannabis Business Permit.

(E) The City Manager is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety, or welfare. Appeals from the decision of the City Manager shall be handled pursuant to this Chapter.

(F) If a renewal application is denied, a person may file a new application pursuant to this Chapter not sooner than one (1) year from the date of the denial.

6-5.19 Revocation of Permits.

Cannabis Business Permits may be revoked for any violation of any state or local laws, and/or rules, and/or standards, policies, procedures, or regulations in this Chapter relating to cannabis.

6-5.20 Effect of State License Suspension.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City until the State of California or its respective department or division reinstates or reissues the State license.

6-5.21 Effect of State Revocation.

Revocation of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City until the State of California or its respective department or division takes appropriate action. Should the state revoke a license, the cannabis business owner may re-apply for a local permit at such time as it can demonstrate that the grounds for revocation of the license by the state no longer exist or that the underlying deficiency has otherwise been cured.

6-5.22 Appeals.

Appeals relating to denial of an initial application; denial of advancement to the interview or other process established by the City Council; to revoke or suspend a permit; to deny renewal of an application for a permit; or to add conditions to a permit shall be conducted as prescribed in this Chapter.

6-5.23 Written Request for Appeal.

(A) Within ten (10) calendar days after the date of a decision of the City Manager to revoke, suspend or deny an initial or renewed permit application or to add conditions to a permit, an Applicant or Permittee may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.

(B) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

6-5.24 Grounds for Appeal.

(A) Denial of Initial Permit Decision. The City Manager or an appointed hearing officer will hear appeals that address the following issues:

(1) Any deviation from the City's published Application Procedures that adversely affected the applicant by altering the outcome of the City's decision on the Applicant's application. Examples of appealable deviations are:

(2) Failure on the part of the City to provide appropriate notification regarding changes to the application process via website postings and/or email to the Applicant prior to the time the application was submitted;

(3) Failure on the part of the City to provide an Applicant an equal opportunity to modify an application where that opportunity was provided to other applicants;

(4) The scoring of one or more portions of the Applicant's application was not justified based on the information presented in the application or due to a material error or omission on the part in scoring the application.

(5) Any appeal based upon this Section 6-5.24 must be supported by evidence that the Applicant presented the relevant information with completeness and in the appropriate section of the application. Information presented in the application that is incomplete in nature or that is relevant to a question posed by the City on the application form but appears in the incorrect section, even if complete, may be grounds for the dismissal of the appeal.

(B) A hearing officer or body as determined by City Council Resolution shall hear appeals relating to denial of a renewed application, to revoke or suspend a permit, or to add conditions to an existing permit.

(C) An applicant that is eligible to participate in the interview or other final decision process but is not selected during the interview or other final decision process shall not be eligible to appeal the outcome of the process.

6-5.25 Appeal Hearing Process.

(A) Within ten (10) calendar days after service of the notice of the decision of the City Manager to deny advancement to the interview or other final decision process, to revoke or suspend a permit, to deny a renewed application for a permit; or to add conditions to a permit, the applicant or permittee may appeal such action by filing a written appeal with the City Clerk setting forth the reason why the decision was not proper. For an initial permit application appeal, reasons shall be stated with specificity and shall address the issues outlined in Section 6-5.24 (a). Date of service shall mean the date when a notice or written decision was personally delivered to the Applicant or permittee or the date when the notice was caused to be delivered by certified, first class mail. In cases in which the city can verify delivery of a notice to an applicant or in which an applicant is documented as refusing delivery, lack of receipt of the notice cannot form the basis for an appeal.

(B) The Notice of Appeal shall be in writing and signed by the person making the appeal ("Appellant"), or their legal representative, and shall contain the following:

(1) Name, address, and telephone number of the appellant.

(2) Specify decisions, actions, or a particular part thereof, made that are the subject of the appeal.

(3) Include a true and correct copy of the notice issued by the City Manager for which the appellant is appealing.

(4) State with specificity the reasons and grounds for making the appeal, including, but not limited to, a statement of facts upon which the appeal is based in sufficient detail to enable the City Council, or any appointed hearing officer, to understand the nature of the controversy, the basis of the appeal, and the relief requested.

(5) All documents or other evidence pertinent to the appeal that the appellant requests the hearing officer or body to consider at the hearing.

(6) An appeal fee as established by Resolution of the City Council.

(C) Failure of the City Clerk to receive a timely appeal constitutes a waiver of the right to appeal the notice issued by the City Manager. In this event, the City Manager's notice of revocation, nonrenewal, or suspension shall be final.

(D) In the event a written Notice of Appeal is timely filed, the nonrenewal, suspension, revocation shall not become effective until a final decision has been rendered and issued by the City Council or appointed hearing officer. Notices of appeal not served in a timely manner or served by non-operational business shall not serve to allow such business to operate pending appeal.

(E) If no appeal is timely filed in the event of a decision of nonrenewal, the Cannabis Businesses Permit shall expire at the conclusion of the term of the permit. If no appeal is timely filed in the event of a decision supporting suspension or revocation, the suspension or revocation shall become effective upon the expiration of the period for filing a written Notice of Appeal.

6-5.26 Administrative Hearing and Proceedings.

(A) Review by Appointed Hearing Officer or Body; Administrative Hearing and Proceedings.

(1) Appellants who file a timely written Notice of Appeal will be entitled to an administrative hearing before a hearing officer or body as set forth in the City Council Procedures and Guidelines Resolution.

(2) Upon receipt by the City Clerk of a timely-filed Notice of Appeal pertaining to suspensions, revocations, or non-renewals the City Clerk shall forward such appeal to the hearing officer who shall schedule a hearing within thirty days (30) days. In the event such hearing cannot be heard within that time period or a mutually agreed upon time with the appellant then the City Clerk shall schedule the appeal to be heard by the City Council within forty-five (45) days or as reasonably possible at the next scheduled City Council meeting proceeding the deadline from receiving the appeal.

(3) The appellant(s) listed on the written Notice of Appeal shall be notified in writing of the date, time, and location of the hearing at least ten (10) days before the date of the hearing ("notice of appeal hearing").

(4) A request by an appellant or by the City to continue a hearing must be submitted to the City Clerk in writing no later than three (3) business days before the date scheduled for the hearing. The City Council, or appointed hearing officer, may continue a hearing for good cause or on its own motion; however, in no event may the hearing be continued for more than thirty (30) calendar days, unless there is a stipulation by all parties to do so.

(B) At the date, time and location set forth in the Notice of Appeal hearing, the City Council or an appointed hearing officer shall hear and consider the testimony of the appellant(s), City staff, and/or their witnesses, as well as any documentary evidence properly submitted for consideration.

(C) The following rules shall apply at the appeal hearing:

(1) Appeal hearings are informal, and formal rules of evidence and discovery do not apply. However, rules of privilege shall be applicable to the extent they are permitted by law, and irrelevant, collateral, undue, and repetitious testimony may be excluded.

(2) The City bears the burden of proof to establish the grounds for nonrenewal, suspension or revocation by a preponderance of evidence. Appellant(s) bear the burden of proof regarding denial of an Applicant's application.

(3) The issuance of the City Manager's notice constitutes prima facie evidence of grounds for the denial, nonrenewal, suspension or revocation.

(4) The hearing officer or body may accept and consider late evidence not submitted initially with the Notice of Appeal upon a showing by the appellant of good cause. The hearing officer or body shall determine whether a particular fact or facts amount to good cause on a case-by-case basis.

(5) The appellant may bring a language interpreter to the hearing at their sole expense.

(6) The City may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording. If the appellant requests from the City that a court reporter, stenographer, or videographer be used, appellant shall bear the costs of same and shall deposit such fees prior to commencement of the administrative hearing.

(D) If the appellant, or their legal representative, fails to appear at the appeal hearing, the City Council, or the appointed hearing officer or body, may cancel the appeal hearing and send a notice thereof to the appellant by certified, first class mail to the address(es) stated on the Notice of Appeal. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal and a failure to exhaust all administrative remedies. In such instances, the City Manager's notice of decision is final and binding.

(E) Final Decision. Following the conclusion of the administrative hearing officer or body shall issue a written decision within twenty (20) days which (i) determines if the action appealed from is affirmed or overturned and (ii) specifies the reasons for the decision.

(F) The written decision of the hearing officer or body shall provide that it is final and conclusive and is subject to the time limits set forth in California Code of Civil Procedure Section 1094.6 for judicial review.

(G) A copy of the written decision shall be served by certified, first class mail on the appellant. If the appellant is not the owner of the real property in which the cannabis business is located, or proposed to be located, a copy of the final decision may also be served on the property owner by first class mail to the address shown on the last equalized assessment roll. Failure of a person to receive a properly addressed final decision shall not invalidate any action or proceeding by the City pursuant to this Chapter.

6-5.27 Change in location; updated application form.

(A) Any time the cultivation, dispensing, testing, manufacturing, and distribution location specified in the regulatory permit is changed, the Permittee shall submit an updated application form to the City Manager. The process and the fees for the processing of the application form shall be the same as the process and fees set forth in Sections 6-5.18 and 6-5.28.

(B) Within fifteen (15) calendar days of any other change in the information provided in the updated application form or any change in status of compliance with the provisions of this Chapter, including any change in the cannabis business ownership or management members, the applicant shall file an updated application form with the City Manager for review along with an application amendment fee.

6-5.28 Transfer of Cannabis Business Permit.

(A) The owner of a Cannabis Business Permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager in accordance with all provisions of this Chapter (as though the transferee

were applying for an original Cannabis Business Permit). The proposed transferee's application shall be accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee).

(B) The City Manager shall conduct a hearing to determine whether the transferee satisfies the eligibility requirements for a new permit. The transferee's application will be treated as a new application and will be evaluated according to the procedures used for the existing application and for renewal of applications. This will require a complete evaluation of the application and an interview of the applicant prior to the hearing, including a determination of whether the transfer involves a substantial change in ownership (any alteration in the permittee's business structure/ownership that results in a change of 51% or more of the original ownership). Following the hearing, the City Council must approve the transfer in order for it to be authorized, as provided in subsection 6-5.28(d). If the transfer involves a lesser percentage of the change in ownership than the threshold cited above, then the hearing will be administrative in nature and City Council approval will not be required for the transfer to be authorized.

(C) Cannabis Business Permits issued through the grant of a transfer by the City Manager shall be valid for a period of one year beginning on the day the City Manager approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit and pay the appropriate fee in the manner required by this Chapter.

(D) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 51% of the original ownership), must be approved by the City Council following completion of the transfer process contained in subsection (A). Failure to comply with this provision is grounds for permit revocation.

(E) A permittee may change the form of business entity without applying to the City Manager for a transfer of permit, provided:

(1) The membership of the new business entity is substantially similar to original permit holder business entity (at least 51% of the membership is identical)

(2) Although a transfer is not required in this circumstance, the permit holder is required to notify the City Manager in writing of the change within ten (10) days. Failure to comply with this provision is grounds for permit revocation.

(F) A Cannabis Business Permit shall not be transferred when the City has notified the Permittee in writing that the permit has been or may be suspended or revoked.

(G) Any attempt to transfer a Cannabis Business Permit either directly or indirectly in violation of this section is hereby declared a violation of the Permit and this ordinance. Such a purported transfer shall be deemed a ground for revocation of the permit.

6-5.29 City Business License.

Prior to commencing operations, a cannabis business shall obtain a City of Madera business license.

6-5.30 Building Permits and Inspection.

Prior to commencing operations, a Cannabis Business Permit shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the Fire Department approvals, Police Department approval, Code Enforcement, Planning, County Health Department approvals and other applicable zoning and land use permit(s) and approvals.

6-5.31 Authorization from the Community Development Director.

Prior to commencing operations, a Cannabis Business must obtain authorization from the Community Development Director certifying that the business is located on a site that meets all of the requirements of Sections 6-5.30, 6-5.32 and 6-5.33 of this Chapter.

6-5.32 Right to Occupy and to Use Property.

Prior to the City ’s issuance of a Cannabis Business Permit pursuant to this Chapter, any person intending to open and to operate a cannabis business shall first provide sufficient evidence of the legal right to occupy and to use the proposed location. If the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the cannabis business on the owner’s property.

6-5.33 Location and Design of Cannabis Businesses.

(A) A cannabis business must meet land use and building standards pursuant to Title X of this Code:

(1) Conform with the City ’s general plan, any applicable specific plan, master plan, and design requirements.

(2) Comply with all applicable zoning and related development standards pursuant to Title X of this Code.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

(C) A cannabis business must meet all of the following requirements:

(1) Shall be no closer than six hundred (600) feet from any zoned parcel in the City designated by state law as a sensitive use. The distance measured shall be the horizontal distance measured in a straight line from the property line of those parcels to the closest property line of the lot on which the cannabis business is located.

(2) Shall not be closer than six hundred (600) feet from any parcel containing any of the following:

(a) A school providing instruction in kindergarten or any grades 1 through 12, (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);

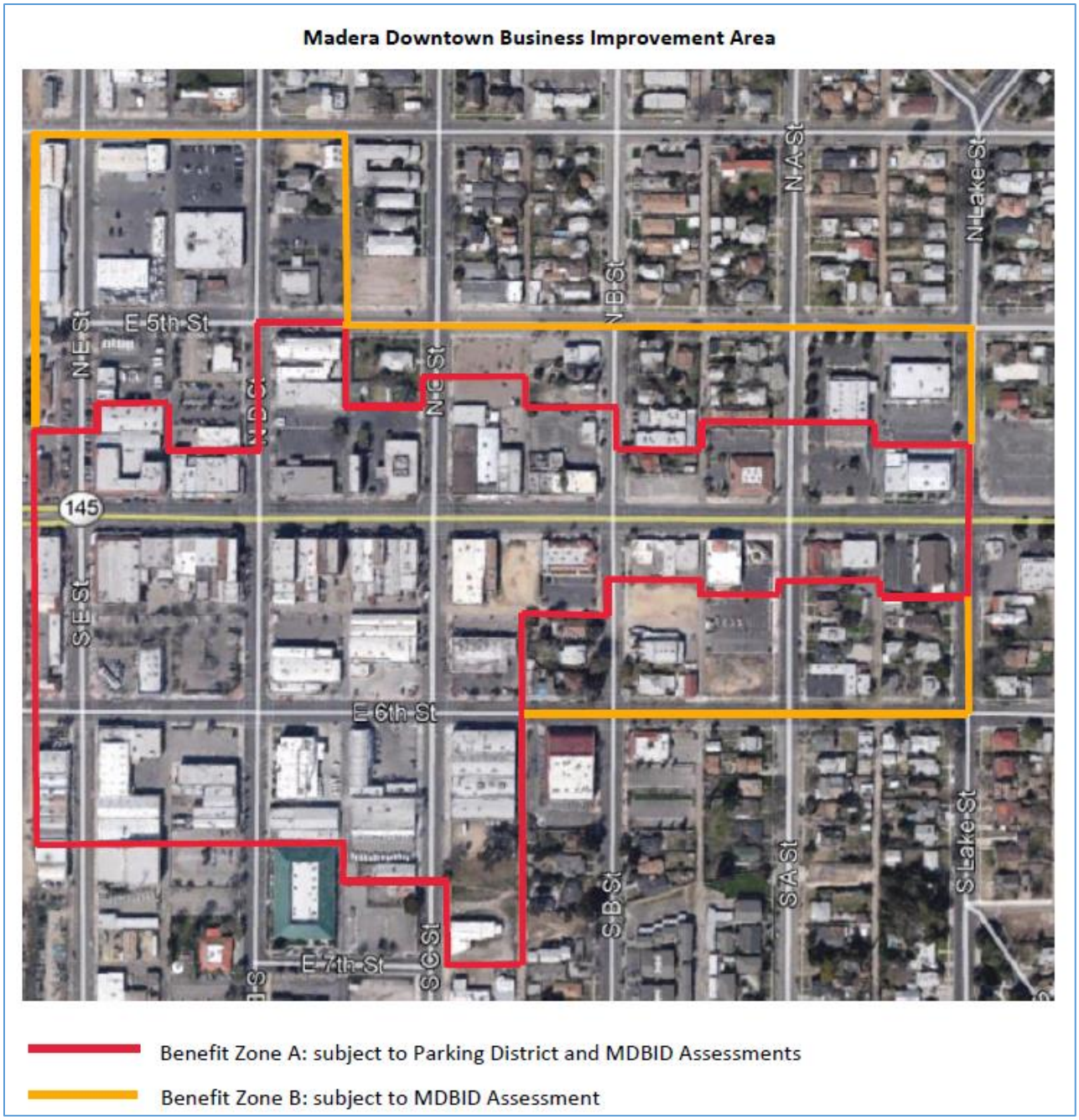
(b) A commercial daycare center licensed by the State, County or City or that is in existence at the time the license is issued, unless the State licensing authority or the City specifies a greater radius;

(c) A youth center that is in existence prior to the submittal of the initial cannabis application or at the time the permit is issued, unless the State licensing authority or the City specifies a greater radius.

(D) The distance requirements prescribed in this section (§6-5.33) shall not apply to:

(1) The Fresno River
(2) Rotary Park, Courthouse Park, Wells Center (including the community garden and Centennial Park), Frank Bergon Center
(3) Madera County Fairgrounds
(4) Madera Municipal Golf Course
(5) Madera County Library

(6) Madera Downtown Business Improvement Area as depicted in the following diagram:



6-5.34 Limitations on City's Liability.

To the fullest extent permitted by law, the City of Madera shall not assume any liability whatsoever with respect to having issued a Cannabis Business Permit pursuant to this Chapter or otherwise approving the operation of any cannabis business. As a condition to the approval of

any Cannabis Business Permit, the applicant shall be required to meet all of the following conditions before they can receive the Cannabis Business Permit:

(A) Execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Madera, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City 's issuance of the Cannabis Business Permit, the City 's decision to approve the operation of the cannabis business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the cannabis business or any of its officers, employees or agents.

(B) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager.

(C) Reimburse the City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the Applicant's Cannabis Business Permit or related to the City 's approval of a cannabis activity. The City, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

6-5.35 Records and Recordkeeping.

(A) Each owner and operator of a cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a Cannabis Business Permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each cannabis business shall file a sworn statement detailing the number of sales by the cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City.

(B) Each owner and operator of a cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this paragraph shall be provided to the City Manager upon a reasonable request.

(C) All cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing processes until purchase as set forth in the MAUCRSA.

6-5.36 Security Measures.

(A) A Cannabis Business Permittee shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. Except as may otherwise be determined by the City Manager, these security measures shall include, but shall not be limited to, all of the following:

(1) Perimeter fencing and exterior lighting systems (including motion sensors) for after-hours security as approved by the Chief of Police and/or the Community Development Director were applicable.

(2) Preventing individuals from remaining on the premises of the cannabis business if they are not engaging in an activity directly related to the permitted operations of the cannabis business in cases in which the individual will not voluntarily leave the premises the cannabis employee shall contact the Police Department.

(3) Establishing limited access areas accessible only to authorized cannabis business personnel.

(4) Except for live growing clone plants which are being sold at a cannabis business where applicable, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, shall be kept in a manner as to prevent diversion, theft, and loss.

(5) Installing 24-hour security surveillance cameras of at least high-definition (HD) quality to monitor all entrances and exits to and from the premises, all interior spaces within the cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash, or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager, and that it is compatible with the City 's software and hardware. In addition, if required remote and real-time, live access to the video footage from the

cameras shall be provided to the Chief of Police at the expense of the permittee. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the Chief of Police upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the cannabis business and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Police Department by the cannabis business, to facilitate remote monitoring of security cameras by the Department or its designee. Each business shall have network security protocols that are certified by Underwriters Laboratories.

(6) Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(7) Panic buttons shall be installed in all cannabis businesses with direct notification to the Police Department dispatch and shall be configured to immediately alert dispatch for the Police Department.

(8) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services. If requested by the Police Department permittee shall also be required to participate in the MPD False Alarm reduction unit program.

(9) Any security measures, such as bars, installed on the windows or the doors of the cannabis business shall be installed only on the interior of the building.

(10) Security personnel shall be on-site 24 hours a day or alternative security as authorized by the City Manager and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager, with such approval not to be unreasonably withheld.

(11) Each cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(12) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the cannabis business; or (b) a licensed security professional.

(13) Each cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(14) Each cannabis business shall demonstrate to the Chief of Police, City Manager or their designees, compliance with the state's track and trace system for cannabis and cannabis products as soon as it is operational.

(15) Each cannabis business shall have a professionally installed video surveillance system, access control and intrusion alarm systems designed to protect the inventory, facility, and employees. Each business shall have network security protocols that are certified by Underwriters Laboratories.

(16) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(17) Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.

(18) Installation of "mosquitos" (high-pitch frequency devices) as a deterrent to vandalism/loitering.

(B) Each cannabis business shall identify a designated security representative/liaison to the City, who shall be reasonably available to meet with the City Manager regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager upon request that meets the following requirements:

(1) Confirms that a designated Manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identifies all Managers of the cannabis business and their contact phone numbers.

(3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the Manager's office.

(4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior, and exterior security personnel who will monitor individuals inside and outside the cannabis business, the parking lot, any adjacent property under the business' control, and ensure that the parking lot is cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process each cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and

securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

(D) The cannabis business shall cooperate with the City whenever the City Manager makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.

(E) A cannabis business shall notify the City Manager within twenty-four (24) hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager.

(2) Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business

(a) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business.

(b) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the City Manager prior to commencing business operations. The City Manager may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

6-5.37 Fees and Charges.

(A) No person may commence or continue any cannabis activity in the City, without timely paying in full all fees and charges required for the operation of a cannabis activity. Fees and charges associated with the operation of a cannabis activity shall be established by resolution of the City Council which may be amended from time to time.

(B) All cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state, and local law. Each cannabis business shall cooperate with City with respect to any reasonable request to audit the cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes or fees required to be paid during any period.

(C) Prior to operating in the City and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational or community benefit agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Chapter, including, but

not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

6-5.38 General Operating Requirements.

(A) Cannabis businesses may operate only during the hours specified in the Cannabis Business Permit issued by the City. No person under the age of 21 shall operate or be issued a permit for a cannabis business of any kind, unless permitted per Section 6.5-38 (h)(2) of this Chapter.

(B) Restriction on Sales and Consumption. Cannabis shall not be consumed by any person on the premises of any cannabis business. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages or tobacco on or about the premises of the cannabis business.

(C) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a Cannabis Business Permit, or on any of the vehicles owned or used as part of the cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(D) Reporting and Tracking of Product and of Gross Sales. Each cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The cannabis business shall ensure that such information is compatible with the City ’s record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager prior to being used by the permittee.

(E) All cannabis and cannabis products sold, distributed, or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(F) Emergency Contact. Each cannabis business shall provide the City Manager with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

(G) Signage and Notices.

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis business shall conform to the requirements of

Title X, Chapter 6 Sign Regulations the City, including, but not limited to, seeking the issuance of a City sign permit.

(2) No signs placed on the premises of a cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the cannabis business or elsewhere including, but not limited to, the public right-of-way.

(5) Signage shall not depict any image of cannabis or cannabis products. No banners, flags, snipe signs, billboards, or other prohibited signs may be used at any time.

(6) In accordance with state law and regulations or as stipulated in the City's Cannabis Business Permit, holders of a Cannabis Business Permit shall agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any cannabis business located in the city limits utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising. This paragraph is not intended to place limitations on the ability of a cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(H) Minors.

(1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a cannabis business who is not at least twenty-one (21) years of age.

(2) The entrance to the cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the cannabis business.

(3) Notwithstanding Section 6-5.38(h)(a), persons at least 18 years shall be allowed on the premises of a cannabis retail business if they can produce a physician's recommendation and/or Health and Safety Code Section 11362.71 identification

card (Medical Marijuana Card). In that event, such persons can lawfully purchase cannabis for the sole purpose of addressing the medical need that is the subject of the physician's recommendation.

(I) Odor Control. Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off-site. Cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis business. As such, cannabis businesses must install and maintain the following equipment, or any other equipment which the Community Development Director or his/her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the cannabis business's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business.

(J) Display of Permit and City Business License. The original copy of the Cannabis Business Permit issued by the City pursuant to this Chapter and the City issued business license shall be posted inside the cannabis business in a location readily visible to the public.

(K) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for cannabis employment, licensing, or certification purposes and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, investor, manager, supervisor, employee, contract employee or who otherwise works in a cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the City of Madera Police Department. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from cannabis employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a cannabis business or be allowed to work in a cannabis business unless they have first cleared the background check, as determined by the Chief of Police or his/her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Madera to conduct the background investigation as it deems necessary and appropriate, shall be

paid at the time the application for a Cannabis Business Permit is submitted. Evidence of a conviction of any of the offenses enumerated in Business and Professions Code Section 26057(b)(4), absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant.

(L) Loitering. The owner and/or operator of a cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises. The cannabis business shall notify the Police Department if anyone continues to loiter around the building or premises after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner.

(M) Permits and other Approvals. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to establish and to operate pursuant to Section 6-5.25 and all applicable requirements in this Chapter.

(N) Each cannabis operator shall establish minimum training standards for all employees. The City Manager shall have the discretion to require other training for the business operations should the City identify deficiencies or non-compliance issues with City or state requirements.

6-5.39 Amendments to General Operating Requirements.

The City Manager may develop other cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety, and welfare.

6-5.40 Operating Requirements for Store Front/Retail Facilities.

(A) No more than the number of cannabis retailers adopted by Council resolution may operate within the City at any one time and shall be issued a permit by the City.

(B) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen (18) years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Marijuana Card). For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(C) Individuals must show their government-issued identification, and, in the case of medical cannabis facilities, their physician's recommendation, or a cannabis card issued pursuant to Health and Safety Code Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or

cannabis card must also be shown at the point-of-sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(D) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the Chief of Police.

(E) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(F) All restroom facilities shall remain locked and under the control of management.

(G) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All cannabis goods sold by a retail business shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

(H) Access to Retailer Premises.

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding Section 6-5.38 (h)(a), individuals who are at least 18 years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

(I) Authorized Sales. A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid physician's recommendation. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(J) Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the City Manager, Chief of Police, or their designees upon request.

(K) Operating hours of the Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

(L) Store Front/Retail Security Requirements. All provisions incorporated within Section 6-5.31 of this Chapter (Security Measures), are directly applicable to and binding on all cannabis businesses, including all Store Front/Retail businesses.

6-5.41 Retailer, Non-Store Front Retailer and Microbusiness Delivery Requirements.

(A) Non-Store Front Retailer License Owners and Operators are required to verify the age and the necessary documentation of each customer. They must ensure that medical customers are at least eighteen (18) years of age and verify that the customer has a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Marijuana Card). Doctor recommendations are not to be obtained or provided at the retail location. In the case of adult-use customers, they must verify that the customer is at least twenty-one (21) years of age. Sales shall only be made to persons matching this criteria.

(B) All Store Front Retailers, Non-Store Front Retailers (delivery) and Microbusinesses which conduct deliveries into or within the City of Madera shall be required to obtain a permit from the City of Madera in order to conduct retail sales regardless, if they are located in the City or another local jurisdiction.

(C) Operating hours of the Non-Store Front Retailer License or out of town retail delivery services shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

6-5.42 Retailer, Non-Store Front Retailer and Microbusiness Delivery Vehicle Requirements.

Prior to commencing delivery operations, a cannabis Retailer, cannabis Non-Store Front Retailer and Microbusiness shall provide the following information to the City:

(A) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products.

(B) The year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

(C) Proof of insurance as required in Section 6-5.34(b) for any and all vehicles being used to deliver cannabis goods.

(D) The licensee shall provide the City with the information required by this section in writing for any new vehicle that will be used to deliver cannabis goods prior to using the vehicle to deliver cannabis goods.

(E) The licensee shall provide the City with any changes to the information required by this section in writing within thirty (30) calendar days.

6-5.43 Operating Requirements for Distributors.

(A) A distributor shall not store non-cannabis products or non-cannabis accessories that are to be sold to another party on any licensed or permitted premises. Additionally, a distributor shall not distribute non-cannabis products or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis products are any goods that do not meet the definition of cannabis goods as defined in Title 16, Division 42, Section 5000(c) of the California Code of Regulations.

(B) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing. The

determination of which cannabis goods are to be included in the sample for laboratory testing shall be left to the sole discretion of the laboratory employee.

(C) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.

(D) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.

(E) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded, and the recording kept available to state and the City for a minimum of 180 days, pursuant to Title 16, Division 42, Section 5305 of the California Code of Regulations.

(F) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Title 16, Division 42, Sections 5705, 5710 and 5714 of the California Code of Regulations.

6-5.44 Operating Requirements for Testing Labs.

(A) Testing Labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state and local law. Each Testing Lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this Chapter and any subsequent State of California legislation regarding the same.

(B) Testing Labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

(C) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.

(D) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the bureau.

(E) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by

state law and that the testing laboratory employee transports the sample to the testing laboratory.

(F) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

6-5.45 Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale of Edible and Other Cannabis Products.

(A) Cannabis manufacturing shall only be permitted pursuant to Section 6-5.1 of this Chapter or any subsequent created manufacturing state license as defined in MAUCRSA and may be permitted to operate only within those zone districts as defined in the City's Municipal Code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount which is approved by the Madera Fire Department and authorized by the regulatory permit. Each site or parcel subject to a Cannabis Business Permit shall be limited to a total number of tanks as authorized by the Madera Fire Department on the property at any time.

(C) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(D) If an extraction process uses a professional grade closed loop CO_2 gas extraction system every vessel must be certified by the manufacturer for its safe use as referenced in Section 6-5.45(f). The CO_2 must be of at least ninety-nine percent purity.

(E) Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the State of California, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

(1) The American Society of Mechanical Engineers (ASME);

(2) American National Standards Institute (ANSI);

(3) Underwriters Laboratories (UL); or

(4) The American Society for Testing and Materials (ASTM)

(G) The certification document must contain the signature and stamp of the professional engineer or industrial hygienist and serial number of the extraction unit being certified.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis Manufacturing Facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(J) Cannabis Manufacturing Facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

(K) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets to handle, and store the solvents and gases safely.

(L) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

6-5.46 Operating Requirements for Cultivators.

(A) Cultivators may operate 24 hours a day. Operations shall be subject to the provisions of the Noise Ordinance, Article 1 of Chapter 10 of this Code, as may be amended.

(B) Outdoor Cultivation Prohibited. The cultivation of all cannabis must occur indoors. All outdoor cultivation, including outdoor greenhouse cultivation, is prohibited.

(C) Cannabis plants shall not be visible from a public or private road, sidewalk, park, or any common public viewing area.

(D) Cultivator shall only be allowed to cultivate the square feet of canopy space permitted by state law. Research and development area shall be limited to ten percent (10%) of the total permitted canopy square footage.

(E) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.

(F) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents, or other wildlife.

(G) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cultivation site, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.

(H) All applicants for a cultivation permit shall submit the following in addition to the information generally otherwise required for a Cannabis Business Permit:

(1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities (indoor, mixed-light) and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting (indoor, mixed-light).

(2) A description of a legal water source, irrigation plan, and projected water use.

(3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.

(4) Plan for addressing public nuisances that may derive from the cultivation site.

6-5.47 Operating Requirements for Delivery Services.

Prior to commencing operations, a cannabis out-of-City delivery service shall comply with the following requirements:

(A) Obtain from the City a permit authorizing the delivery of cannabis and cannabis products within the City limits. A copy of this permit shall be retained by all drivers.

(B) The retail business operating the delivery service shall provide the City Manager with evidence of a valid state license for a cannabis business on whose authorization the delivery service is performing the delivery function.

(C) The retail business operating the delivery service shall furnish to the City Manager the year, make, model, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

6-5.48 Permissible Delivery Locations and Customers.

Cannabis delivery businesses located outside of the City permitted to engage in delivery of cannabis and cannabis products inside the City of Madera are subject to the following requirements:

(A) A licensed cannabis business shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.

(B) A licensed cannabis business shall comply with all requirements of state and local law pertaining to the Cannabis Business Permit and all subsequent policies, procedures and regulations which may be amended by the City Manager from time to in order to enforce this Chapter.

(C) Any kiosk, i-Pad, tablet, smartphone, fixed location or technology platform, whether manned or unmanned, other than a retail location permitted by the city, that facilitates, directs, or assists the retail sale or delivery of cannabis or cannabis products is prohibited and shall be a violation of this Chapter.

6-5.49 Promulgation of Regulations, Standards and Other Legal Duties.

(A) In addition to any regulations adopted by the City Council, the City Manager is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of Cannabis Business Permits, the ongoing operation of cannabis businesses and the City 's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.

(B) Regulations shall be published on the City ’s website.

(C) Regulations promulgated by the City Manager shall become effective upon date of publication. Cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager.

(D) Special Events shall be subject to state law and City permitting requirements. They shall also be subject to applicable City regulations developed under Section 6-5.02 of this Chapter and any applicable state legislation.

6-5.50 Community Relations.

(A) Each cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the cannabis business can be provided. Each cannabis business shall also provide the above information to all businesses and residences located within one hundred (100) feet of the cannabis business.

(B) During the first year of operation pursuant to this Chapter, the owner, manager, and community relations representative from each cannabis business holding a permit issued pursuant to this Chapter shall attend meetings with the City Manager, and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter. After the first year of operation, the owner, manager, and community relations representative from each such cannabis business shall meet with the City Manager when and as requested by the City Manager.

(C) Cannabis businesses to which a permit is issued pursuant to this Chapter shall develop a City approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

6-5.51 Fees Deemed Debt to the City.

The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City that is recoverable via an authorized administrative process as set forth in the City ordinance or in any court of competent jurisdiction.

6-5.52 Permit Holder Responsible for Violations.

The person to whom a permit is issued pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City, whether committed by the permittee or any employee or agent of the permittee, which

violations occur in or about the premises of the cannabis business whether or not said violations occur within the permit holder's presence.

6-5.53 Inspection and Enforcement.

(A) The City Manager charged with enforcing the provisions of the City of Madera Municipal Code, or any provision thereof, may enter the location of a cannabis business at any time, without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

(B) It is unlawful for any person having responsibility over the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law.

(C) The City Manager charged with enforcing the provisions of this Chapter may enter the location of a cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Madera shall be logged, recorded, and maintained in accordance with established procedures by the City of Madera's City Manager or these regulations.

6-5.54 Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter constitutes a misdemeanor and is hereby deemed unlawful and a public nuisance. The City reserves the right to pursue any available legal remedy to address violations of this Chapter.

SECTION 2. Chapter 15, Medical Marijuana and Cultivation, of Title IV, Public Welfare of the Madera Municipal Code is repealed.

SECTION 3. Chapter 1, Business License, of Title VI, Business, Professions, and Trades of the Madera Municipal Code is amended by adding Subsection 95 thereto read:

6-1.95 Cannabis.

Any person or organization wishing to conduct commercial cultivation, processing, manufacturing, testing, distribution, or the sale of cannabis or cannabis products in the City shall obtain and maintain a Cannabis Business License pursuant to Chapter 5 of Title VI of this Code.

SECTION 4. CEQA. Until July 1, 2021, Business and Professions Code section 26055, subdivision (h), as amended, provides that the California Environmental Quality Act (CEQA) does not apply to adoption of an ordinance, rule, or regulation by local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity. The proposed ordinance is subject to a statutory exemption from CEQA because the City requires discretionary review and approval, including applicable environmental review pursuant to CEQA of permits or other authorizations to engage in commercial cannabis activity.

SECTION 5. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

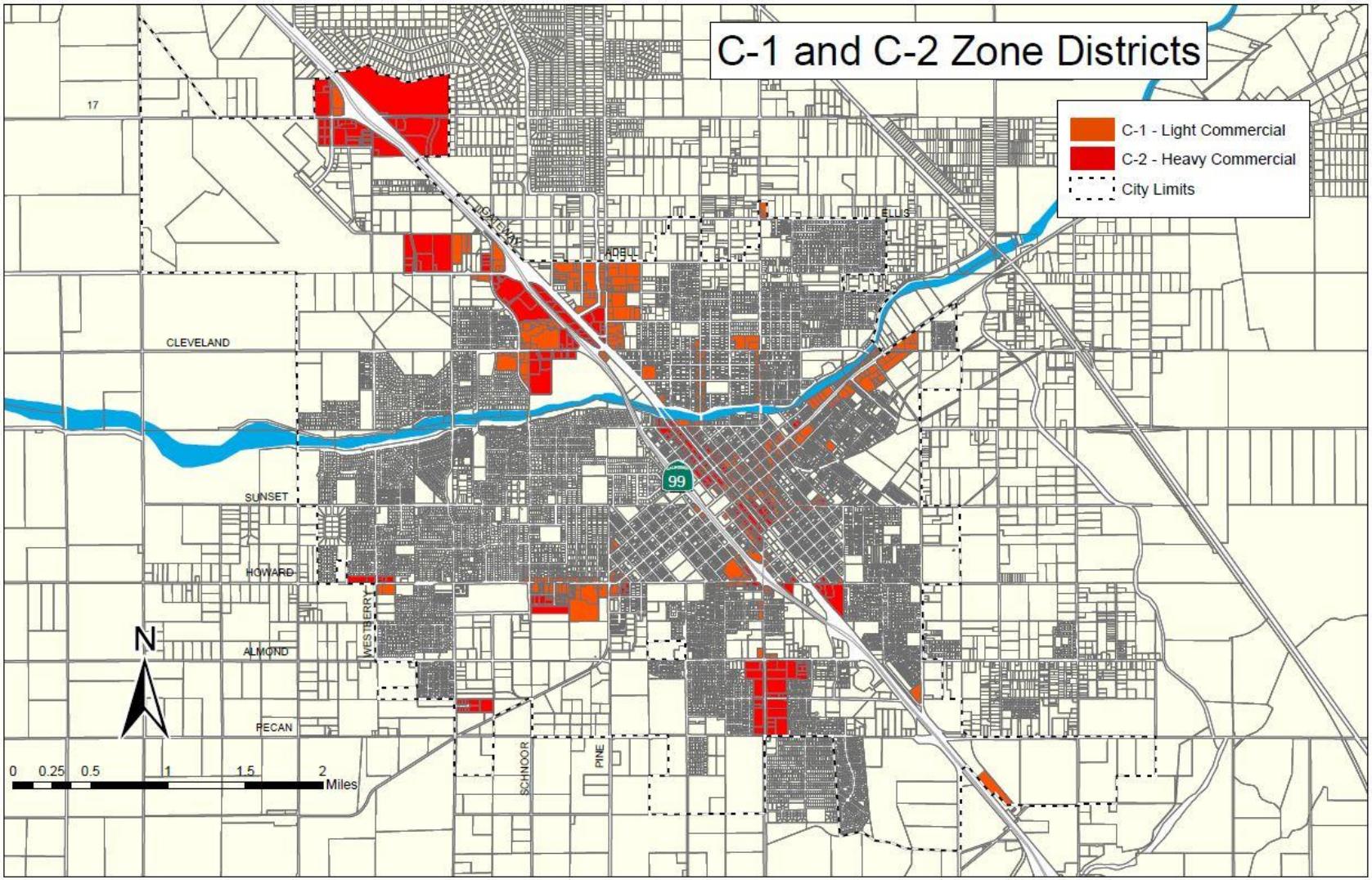
SECTION 7. Effective Date. This ordinance shall become effective thirty days from the date of adoption.

Attachment 3

Map of C-1, C-2 Zones

Attachment 3

MAP OF C-1, C-2 ZONES

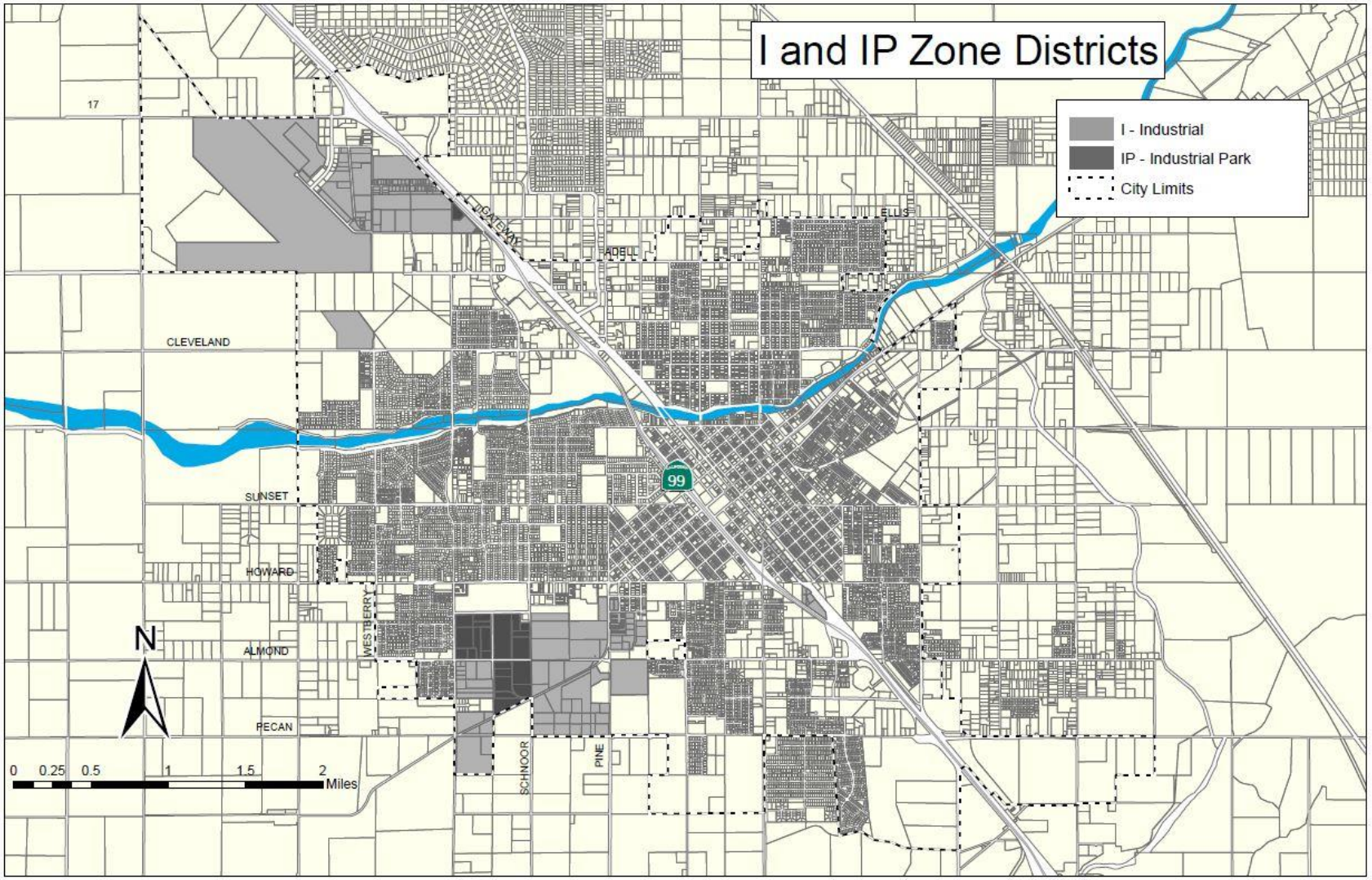


Attachment 4

Map of I, IP Zones

Attachment 4

MAP OF I, IP ZONES



Attachment 5

Letter from Madera Downtown Association dated May 17, 2021

May 17, 2021

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

RE: City of Madera Proposed Cannabis Ordinance

Honorable Mayor, Members of the City Council, and City Manager,

On February 10, 2021, the Madera Downtown Association created a Dispensary Subcommittee composed of MDA Board members, Rochelle Noblett, Lex Bufford, and Leticia Gonzalez. The group was established to discuss potential cannabis dispensaries and opportunities in the downtown Madera. The committee met with City Manager Arnoldo Rodriguez on Monday, March 1, 2021 to further discuss the processes, timelines, community outreach, and potential opportunities for the City of Madera.

Currently, the City of Madera is working on a draft ordinance that will be presented to the public as soon as completed. While plans are still preliminary, the Madera Downtown Association agrees this is a vital economic opportunity for downtown Madera. In further discussing the strengths, opportunities and challenges of dispensaries in the City of Madera, the Madera Downtown Association proposes the following additions to the City of Madera's proposed ordinance:

1. **Have a stipulation with the City of Madera to include at least one or two dispensaries in the Downtown area.**

Additionally, as the City of Madera continues to receive community input, the Madera Downtown Association respectfully requests to be included in the process as well as assist in seeking further information on potential dispensary opportunities for our downtown Madera.

In Community,

Debi Bray, *Board Member*
Madera Downtown Association

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

Agenda Number: D-1

SUBJECT:

Memorandums of Understanding (MOUs) with the Madera Police Officers' Association (MPOA) and Law Enforcement Mid Management (LEMM)

RECOMMENDATION:

It is recommended the City Council adopt a minute order:

1. Approving the MOU between the City of Madera and the MPOA effective July 1, 2021 through June 30, 2025;
2. Approving the MOU between the City of Madera and LEMM effective July 1, 2021 through June 30, 2025;
3. Authorizing the City Manager to sign the MOUs; and
4. Authorizing the Director of Financial Services to designate and classify reserves from the general fund unassigned fund balance into the assigned classification for the portion of the health insurance increase and the one-time annual employee payouts related to the four-year MOUs.

SUMMARY:

The existing MOUs with MPOA and LEMM are set to expire June 30, 2021. Representatives of the City and respective units met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU for each unit. The major components of the proposed four (4) year agreements are a two percent (2%) cost-of-living adjustment (COLA) in each year of the agreement, a lump sum payment to each employee of $1,500 each year of the agreement, and the City's contribution to health will be set to the Core Anthem and Core Kaiser plans.

DISCUSSION:

City representatives have met with MPOA and LEMM representatives to discuss the terms of successor MOUs for each unit. At this time, the parties have reached agreement on the terms to be contained in the new MOUs. In summary, the proposed MOUs provide for the following:

For both MPOA and LEMM

- *Term*: Effective July 1, 2021, through June 30, 2025.
- *Salary*:
    1. Employees will receive a two percent (2%) cost-of-living adjustment in the first July paycheck each year of the agreement.
    2. Employees will receive a $1,500 lump sum payment in each year of the agreement in the first July paycheck for that year.
- *Health Insurance*: For the term of the agreement, the City's contribution cap will be set as follows:
    - For Anthem Core and Anthem Buy-up plans, the City contribution will be equal to the Anthem Core + Dental + Vision premiums at each enrollment level.
    - For Kaiser Core and Kaiser Buy-up plans, the City contribution will be equal to the Kaiser Core + Dental + Vision premiums at each enrollment level.
    - Effective July 1, 2021, the monthly amount for those who waive insurance with proof of other coverage will increase from $300 to $450 per month.
- *Bereavement* Leave: Employees are currently eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse, registered domestic partner, or child. Language has been added to increase this to five (5) days for out-of-state relatives.

MPOA only

- *Holiday Premium*: Employees who are scheduled to work a regular shift on July 4 will receive pay at 1.5 times their regular pay rate for hours worked on the holiday.

These changes as outlined are included in the MOUs attached to this report.

FINANCIAL IMPACT:

Salaries

The first year costs of the COLA and lump sum payments are noted below in Table 1. The cost in subsequent years will depend on the employee count at that time, classification level, and years of service.

Table 1. *Year One Cost for COLA and Lump Sum Payment*		
Compensation Element	MPOA	LEMM
2% COLA	$137,844	$15,972
$1,500 Lump Sum	$118,500	$6,000
Total Year 1 Salary Cost	**$256,344**	**$21,972**

Health Benefits

The existing health plan proposed an increase of about $810,000, or 24.7% higher than 2019/20 premiums. Because the City took action and changed the health plan offerings for 2020/21, it is anticipated this increase will be reduced by approximately $225,000 city-wide by the change to PRISMHealth, making a net increase of about $585,000 for all City employees, or 17.9 % higher than 2019/20.

Based on current enrollment, the increase to the waiver amount is estimated to cost approximately $86,000 more per year for all employees. However, it should be noted that substantial savings are experienced by the City should an employee elect the waiver over enrollment.

Holiday Premium

Using the current average pay rate for Police Officers and Public Safety Dispatchers, the Holiday Premium for the 4th of July is estimated to cost $4,500 for the full 24-hour period.

Source of Funds

The recurring salary costs incurred by the annual COLAs will be accounted for in the City's operating budget. The City will designate and classify reserves from the general fund unassigned fund balance into the assigned classification for the portion of the health insurance increase and the one-time annual employee payouts related to the four-year MOUs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Pay and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

If the Council does not take action on the resolution, existing agreement terms will continue until a successor MOU is agreed upon.

ATTACHMENTS:

1. Memorandum of Understanding between the City and MPOA
2. Memorandum of Understanding between the City and LEMM

MEMORANDUM OF UNDERSTANDING BETWEEN THE

CITY OF MADERA

AND

THE MADERA POLICE OFFICERS' ASSOCIATION

Effective July 1, 2021 to June 30, 2025

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Article I - Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Police Officers' Association, hereinafter referred to as the Association having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by this agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 - Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations, and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

Article 3 - Discrimination

No employee or prospective employee shall be employed, promoted, demoted or discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, disability, political opinion or affiliation or association membership or activity.

Article 4 - Employee & Employer Rights

The City and the Association agree this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution 4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full. It is further understood that said rights and prerogatives of the City include, but are not limited to, determinations as to levels of service, staffing levels, work schedules, overtime assignments and approval, number and location of work stations, nature of work to be performed, contracting for any work or operation, employee performance standards including, but not limited to, quality and quantity standards, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City and service, except where otherwise provided for in this MOU. It is understood that the practical

consequences upon matters within the scope of representation resulting from the exercise of City rights may be the subject of a grievance.

Article 5 - Existing Practices And/Or Benefits

Existing practices and/or benefits provided by ordinance or resolution of the City Council, Municipal Code, Police Department Manual, Personnel Rules and Regulations, or which are otherwise referenced in this MOU, shall be provided in accordance therewith.

Existing practices and/or benefits which are not referenced in the MOU shall continue without change unless modified or abolished by mutual agreement of the parties. The parties will make a best effort to identify any such practices and/or benefits during the term of the agreement, with the intent to include such in the next agreement and abolish this provision.

Article 6 - Hours of Work

Regular scheduled work hours will be assigned and managed by the Department. The schedule for sworn personnel includes 160 hours in a 28 day work period**.** Depending upon assignment, the regular work shift of sworn personnel may include 12, 10 or 8 hours of work. If in the sole discretion of the Chief of Police, there is sufficient staffing in patrol to provide 10.0 hour shifts in a 4 day work week totaling 160 hours in a 28 day work period, the City may change to this schedule for patrol after providing a 30 calendar day notice to assigned officers and the Association.

To accommodate preplanned staffing for training and community events, upon providing a minimum of 120 hours notice, the Chief of Police may require an employee to adjust his/her normally scheduled work hours within a pay period to accommodate the preplanned training/community events, which would otherwise generate overtime. The employee may waive the 120 hour notice at his/her option.

Public Safety Dispatchers work a 12 hour shift for a total of 84 hours in a two week period. With this schedule, overtime compensation will be provided for all hours worked beyond 40 in a workweek.

Records Clerks and the Property and Evidence Officers are scheduled to work five 8 hour days Monday through Friday.

Article 7 - Salary

Effective the first paycheck on or after July 1, 2021, employees represented by this unit and employed with the City will receive a 2% base wage increase.

Effective the first paycheck on or after July 1, 2022, employees represented by this unit and employed with the City will receive a 2% base wage increase.

Effective the first paycheck on or after July 1, 2023, employees represented by this unit and employed with the City will receive a 2% base wage increase.

Effective the first paycheck on or after July 1, 2024, employees represented by this unit and employed with the City will receive a 2% base wage increase.

The salary schedule attached as Exhibit A reflects the salary plan that will be effective upon implementation of the 2% base wage increase on each effective date noted above.

In addition to the percent-based wage increases noted above, employees represented by this unit and employed with the City at the time of paycheck issuance will receive lump sum $1,500 payments to be paid on the first regular paycheck of July 2021, July 2022, July 2023, and July 2024, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The City will issue this payment as a separate check from normal wages.

Article 8 - Overtime (Excluding Call Back)

Authorized hours beyond the regularly scheduled hours are to be paid at the applicable overtime or other rate of pay as defined in the MOU. Scheduled shift hours require the employee to work or use leave benefits to total the required number of hours per pay period.

Overtime compensation shall be at the rate of one and one-half times the standard rate for hours worked in excess of the regularly scheduled hours in a workday.

Overtime compensation may be taken either in cash or compensatory time off (C.T.O.) at the option of the employee. There shall be a limit of 200 hours placed upon the total amount of compensatory time, which an employee may accumulate, on the books.

Any CTO on the books, after the last payroll in October has been processed, will be paid with the first payroll in November to reduce CTO to a zero balance.

Article 9a - Call Back for Court Time

Employees required to return to duty for court appearances during "off-duty" hours will be compensated (either pay or comp time) a minimum of three (3) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to three (3) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the three (3) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 9b – Call Back Other Than Court Time

Effective April 1, 2005, employees required to return for required assignments other than court during off-duty hours, will be compensated (either pay or comp time) a minimum of four (4) hours of work at time and one half. For the purpose of this section, "off-duty" hours are those commencing from the time an employee concludes a work period and leaves the work site to four (4) hours prior to the commencement of the next scheduled work assignment. Payment for call back during the four (4) hours prior to the commencement of the next scheduled work assignment shall be at time and one-half for the actual time worked.

Article 10 - Differential Pay

Employees required to work six or more hours between 1900 hours of one day and 0700 hours of the following day, will receive an additional $7 per shift for non-sworn and $10 per shift for sworn staff for each shift actually worked. Differential pay does not apply to vacation or sick leave time off. The City is not responsible for compensation regarding the switching/trading off of shifts.

Article 11 - Stand By Compensation

An employee placed on any type of stand-by through the authority of the Chief of Police shall receive forty dollars ($40.00) per day. Standby pay will be paid in whole day increments.

Detectives who are assigned to work standby will work in one (1) week increments. The week of standby will be defined as Thursday at 6 p.m. to the following Thursday at 6 p.m. (equivalent to 7 days). However, if the detective is required to return to duty during the standby shift, call back pay will be provided for the duration of the call back assignment consistent with the call back pay provisions in this MOU.

During the standby period the assigned detective is required to be: ready to respond to calls, reachable by phone or pager, able to return to work within 45 minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.

Standby assignments are to be made on a rotational basis. The detective assigned to work standby for a given week is to provide as much advance notice as is possible when not able to work the scheduled standby shift. Requests to forego a standby shift must be approved by the Chief of Police or his designee.

Article 12 – Holiday Hours Defined

The City agrees to permit the following as holidays subject to current City holiday policy:

New Years Day
Martin Luther King Birthday
Presidents Day
Good Friday (4 hours)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Winter Holiday (4 hours) either the last assigned workday prior to Christmas Day or New Years Day, as assigned by the employee's supervisor.

The recognized holidays equate to 96 hours; 96 hours per calendar year equals accrual of 3.6923 hours per pay period. Holiday time accrues on a per pay period basis for each pay period an employee is in a paid status at least 50% or more of the pay period. For all personnel 50% of a pay period is 40 hours.

Article 13 - Holiday - Anniversary Date

Each employee shall receive the date known as their "employee anniversary date" (month and day of appointment to a regular position) as a holiday. This holiday will be added to vacation time at a straight time pay rate. Credit for the Holiday - Anniversary Date will only be given after the employee's anniversary date has passed.

Article 14 - Holiday Pay Policy

1. An employee may accumulate a maximum of 80 hours of holiday time. Accumulated time exceeding 80 hours will be paid the following pay period. Any payment made from accumulated holiday time will be at the straight time rate.

2. Each employee may elect to cash out 40 hours of holiday time to be paid with the first paycheck in November.

3. Employees actually working on New Years Day, Fourth of July, Thanksgiving Day, the Day After Thanksgiving, or Christmas Day will be paid at time and one half (1 ½) for actual hours worked on the holiday. Said pay rate of time and one half is the maximum rate of pay for any hours worked on the holiday.

Article 15 - Sick Leave

Current sick leave policy shall remain in effect as outlined in the City of Madera Personnel Rules and Regulations with the following additions:

Use of Sick Leave for FMLA/CFRA Leave:

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided below.

Family Sick Leave:
Sick leave may be used to the limit of forty-eight hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

    1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

    1.2. Spouse or Registered Domestic Partner

    1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

    1.4. Grandparent

    1.5. Grandchild.

    1.6. Sibling.

2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

    2.1. A temporary restraining order or restraining order.

    2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

    2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

    2.4. To obtain services from a domestic violence shelter, program, or rape

crisis center as a result of domestic violence, sexual assault, or stalking.

2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of sick leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

Sick leave accrues on a per pay period basis at 3.6293 hours for each pay period an employee is in a paid status at least 50% or more of the pay period.
For all personnel 50% of a pay period is 40 hours.

Sick Leave Conversion:

PERS Sick Leave Conversion. Upon retirement**,** an employee may choose conversion of accrued sick leave to time in service for the calculation of retirement benefits instead of cash out. If the retiring employee does not elect conversion of this time to service credit a retiring employee may elect a cash out using the schedule below. Retiring employees also may elect to receive a cash out of accrued sick leave per the schedule below and convert the balance of sick leave to service credit.

Sick Leave Cash out. Sick leave is to be cashed out per the following schedule when an employee separates employment for reasons other than retirement or waives the sick leave conversion option available for retiring employees.

YEARS OF SERVICE	CASH-OUT	YEARS OF SERVICE	CASH-OUT
5	7.5%	13	19.5%
6	9.0%	14	21.0%
7	10.5%	15	22.5%
8	12.0%	16	24.0%
9	13.5%	17	25.5%
10	15.0%	18	27.0%
11	16.5%	19	28.5%
12	18.0%	20	30.0%

Article 16 - Vacation

Current vacation policies as outlined in the City of Madera Personnel Rules and Regulations will remain in effect, and the vacation accumulation schedule will be as follows:

COMPLETED YEARS = HOURS EARNED PER PAY PERIOD

0 - 5 yrs. continuous service	=	3.6923 hours per pay period
5 - 10 yrs. continuous service	=	4.6153 hours per pay period
10 - 15 yrs. continuous service	=	5.5384 hours per pay period
15 - 19 yrs. continuous service	=	6.1538 hours per pay period
20 plus yrs. continuous service	=	6.4615 hours per pay period

Vacation Leave accrues on a per pay period basis for each period an employee is in a paid status at least 50% or more of the period. For all personnel 50% of a period is 40 hours.

An employee may use Vacation Leave upon completing six months of continuous service. The primary objective of providing vacation time off benefits is to permit employees the opportunity for time away from work with pay. The accumulation limit is 360 hours.

Article 17 - Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to their immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

> Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.
>
> Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty in a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, comp or holiday time. Per Opinion No. 00-306 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request a leave without pay or the use of vacation, comp or holiday time.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and Military pay after verification of Military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. This salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit dollars for each period in which the salary continuation benefits are paid. Uniform and/or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 18 - Leave Without Pay

The City Manager or designee may grant an employee a leave of absence without pay for a period not to exceed six months. Under extraordinary circumstances the employee may request a six-month extension. The total amount of leave without pay shall not exceed one year.

Leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

Article 19 – Bereavement Leave

In the event of the death of the employee’s parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days for in-state relatives and five (5) days for out-of-state relatives. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked.

Article 20 - Uniforms

The Chief of Police has the authority to require the wearing of a uniform. All employees required to wear, or maintain, a uniform shall be eligible for an annual uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis.

	Annual	Per Pay Period
Sworn Officers	$1,016.86	$39.11
Non Sworn	$677.04	$26.04

All sworn personnel will be responsible for maintenance of their bullet proof vest. The City provides only the first vest and up to $3,000 in replacement vests per year based on the Police Chief's authorization. Additionally, new sworn employees may choose to have the department purchase an approved exterior patrol vest that is compatible with their bullet proof vest; this option for a City-purchased exterior patrol vest is only available one time at the time of hire. Upon adoption of this Agreement by all parties, existing employees will be eligible for reimbursement of up to 50% of the cost of an initial or replacement exterior patrol vest, not to exceed $200, once every four years. The reimbursement request must be accompanied by a receipt documenting purchase and no reimbursement will be issued for exterior patrol vests not approved for use by the Chief of Police. No reimbursement will be issued for exterior patrol vests purchased prior to adoption of this Agreement by all parties.

Article 21 – Health and Safety Equipment

Except as provided in Article 20 above, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. The Department will provide individually assigned rain gear to Patrol personnel. All items of "safety equipment" provided by the City are property of the City and shall be maintained in good working order by the employee. Employees shall turn in City provided and City owned items upon separation from employment.

Article 22 - Retirement

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Safety Employees

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City

will pay the Employer Contribution. Employees will pay 4% towards the Employee Contribution, with the City paying the remaining 5% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by the City Council.

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 13%.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by the City Council.

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 7%.

Article 23 - Retirement Contract Negotiations

The Association and the City agree to immediately meet and confer in the event the Federal government passes any legal legislative or regulatory action requiring the City to re-enact Social Security coverage. The termination of the retirement contract in Article 22 of this MOU will be discussed.

Article 24 - Deferred Compensation

Currently the City pays an amount equal to 4.2% of the non safety (non sworn) employees' gross salary into a deferred compensation plan. The 4.2% may be rounded up or down. The City does not provide such a contribution for the safety (sworn) employees.

Article 25 - Health Insurance

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such waiver of coverage does not increase the premium charged by the carriers.

Effective July 1, 2021, the City's defined contribution towards health insurance will be capped as stated below in the chart for the respective plans. The Kaiser defined contribution will apply only to the Kaiser Core and Kaiser Buy-up plans. The Anthem contribution will apply only to the Anthem Core and Anthem Buy-up plans. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

City Contribution	Enrollment Level		
Plan Provider	EE Only	EE+1	EE+Family
Waiver with Proof of Coverage	450		
Kaiser	807.54	1475.99	2143.06
Anthem	882.54	1612.99	2339.06

Subsequent to July 1, 2021, for the term of this agreement, the City's defined contribution towards health insurance will be capped using the following formula:

- The City contribution towards Kaiser Core and Buy-up plans will be the Kaiser Core plan premium + Vision premium + Dental premium
- The City contribution towards Anthem Core and Buy-up plans will be the Anthem Core plan premium + Vision premium + Dental premium
- There will be no increase to the waiver contribution beyond the noted $450 per month effective July 1, 2021.

Following expiration of this agreement, the City's defined contribution for health insurance will be set at the January 2025 core rates. There will be no automatic increases in the City's contributions unless specifically agreed to by the parties.

The City reserves the right to determine health plan carriers and will seek input from the bargaining units regarding the plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. There is not intent of the parties to convey requirements more stringent than those required by the Affordable Care Act and/or the IRS Regulations.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However the Association agrees that the City may change the plan design when such action can be taken for the benefit of all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of $25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits

Article 26 - Retiree Health Insurance

City retirees may continue to participate in the City health plan offerings (medical, dental and vision) at the retirees expense untill age 65 or when eligible for Medicare, whichever comes first. Retirees choosing to exercise this option will pay a monthly 2% administrative fee. Retiree and dependent coverage are available under this program.

Article 27 - Education Incentive

All personnel will be eligible for an education certificate incentive as follows. All incentives will be effective the first whole pay period following attainment of the incentivized achievement.

The Educational / POST incentives – “Compounded”:

2.5 %	60 college units with a grade of C or better from an accredited institution
2.5 %	Intermediate POST Certificate
2.5 %	Advanced POST Certificate
5.0 %	BA or BS Degree from an accredited institution
12.50%	Total

Courses of study will be approved by the Chief of Police or his designee.

Article 28 - Education Reimbursement

Sworn and non-sworn personnel are eligible for job related educational reimbursement for courses with prior approval of the Chief of Police and a minimum passing grade of "C" as follows:

a) No Mileage, b) Books: 100%, c) Tuition: 100%

The 100% reimbursement is limited to a total of not more than $2,400 per fiscal year.

Reimbursement requests must be submitted to the Human Resources department no later than 45 days after the completion of the course.

Article 29 - Bilingual Incentive

An employee represented by this MOU is eligible to earn pay above the normal pay rate if the employee passes a bilingual exam administered by the City as follows. No employee will be compensated for more than one identified bilingual skill (i.e. an employee represented by this unit cannot receive Spanish/English bilingual pay as well as ASL bilingual pay).

Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test for Peace Officers", with a score of 5 or better. - $250 per month.

OR

Successfully passing the Cooperative Personnel Services (CPS) “Spanish Bilingual Proficiency Test, Social Services” as follows:

Minimum Spanish/English Social Services Exam Score	Monthly Bilingual Incentive
3	$150.00
4	$200.00
5	$250.00

OR

Successfully passing the American Sign Language Proficiency Interview (ASLPI):

ASLPI Exam Score	Monthly Bilingual Incentive
1 to 2	$150.00
2+ to 3+	$200.00
4 to 5	$250.00

The City Manager shall determine the number of bilingual positions and tier levels needed for each department.

Article 30 - Canine Officers

A. Canine officer assignments are at the sole discretion of the Chief of Police. Selection for canine assignment and removal from such assignment may not be appealed or grieved, unless the removal is done for disciplinary reasons.

B. The Department has sole discretion and authority to establish and/or modify policies and procedures for canine assignments.

C. For purposes of developing an amount to compensate K-9 Officers for duties not directly related to law enforcement, and to meet the overtime requirements under the Fair Labor Standards Act, items i through xii in this Article have been used. K-9 duties not directly related to law enforcement, includes all duties and responsibilities needed to maintain a trained K-9, capable of being accepted into a Police K-9 program. This includes feeding and caring for the animal and general conditioning**/**obedience training. While not specific to police work, this training is necessary to advance the canine to the next step of performing police work. The City does not expect this training be as extensive as that required to professionally "show" a K-9 in competition. However, this training is to maintain a level necessary for acceptance as a competitive hobbyist showing in

sanctioned American Kennel Club competition, equivalent to "Open A Class", "C. D. X." designation.

D. Compensation for canine assignment is based upon an agreed time spent performing Dog Handling duties, separate and apart from the duties of a Police Officer, and includes, but is not limited to, feeding, grooming, training, exercising, transporting, obtaining veterinary care, purchasing food and supplies. The time a canine officer is on duty as a Police Officer utilizing the K-9 to assist with law enforcement duties is excluded from such time. This includes regularly scheduled shifts and overtime. The K-9 Officer's supervisor must authorize the overtime necessary to maintain the Police K-9's unique skills and abilities related to Police work should the time not be available during an officer's regular shift.

i. This time is estimated to average 3.5 hours per week.

ii. Pay for such time is set to 1.5 times the California Minimum Wage.

iii. Such pay shall be made as a flat amount per two week pay period.

iv. In extraordinary circumstances, any Dog Handling duties which may exceed 3.5 hours in a given week must be authorized by the Chief of Police as at the Dog Handled overtime hourly rate of no more than 1.5 times California Minimum Wage.

v. No additional compensation for K-9 Officer assignments shall be made other than what is set forth in this agreement.

vi. Timekeeping for Dog Handler duties is not required, unless the 3.5 hour per week average is exceeded.

vii. Dog Handler pay, at the flat per pay period amount, does not affect a Police Officer's regular rate of pay for overtime as a Police Officer.

viii. To the extent permitted by CalPERS, Dog Handler pay is included as pay for retirement purposes.

ix. Actual cost of dog food, equipment supplies and veterinarian services will be paid by the City through accounts with designated vendors.

x. K-9 Officers shall have assigned vehicles. The vehicle shall only be used by the K-9 Officer and may be kept at the Officer's residence, except if needed in an emergency. Restrictions placed on other officers who have an assigned vehicle shall apply to K-9 Officers.

xi. Overtime for Officers with assigned vehicles, including K-9, when called out shall be from the time that they depart their residence until the time they

return, unless the call out merges into the officer's assigned shift. In the event this occurs, compensation ends when the Officer goes off duty at the end of the shift.

xii. The K-9 is the property of the City of Madera, however, upon the retirement of the K-9 from Police work, the Officer shall have the first right to purchase from the City the K-9 at the purchase price of $1.

Article 31 - Field Training Officer/Detective/SWAT Assignment

Police Officers assigned by the Chief of Police as Field Training Officers (F.T.O.'s) shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. Police Officers assigned to the detective unit, including MADNET, shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment. All appointments will be made for whole pay periods consistent with the City's pay calendar.

Officers serving on the County-wide SWAT team will receive an annual allowance to offset the equipment expense and investment of time in this activity. Upon initial assignment, SWAT officers will receive an allowance of $1000.00. Each year thereafter, SWAT officers will receive an allowance of $500.00. The annual allowance will be paid each year in July. If an officer receives the initial SWAT allowance of $1000.00 between January and June of any year, the officer will not be eligible for the annual $500.00 allowance until the following year. Upon adoption of this MOU, current SWAT members will be eligible for the initial $1000.00 allowance.

Article 32 - Non Sworn Training Incentive

Property & Evidence Officer, Public Safety Dispatcher, and Records Clerk Training Incentive shall be 5% when actual field training is being conducted for the duration of the training period. The training incentive will be paid for whole pay periods only. No incentive will be paid for periods of less than a whole pay period.

Article 33 - Take Home Vehicle

A take home vehicle program has been established. Take home vehicles shall only be assigned to officers residing within the City limits.

The City and the Association agree that Police Officers may leave their assigned take home vehicle at the Police Department or City corporation yard in lieu of taking the vehicle home. In the case where a vehicle is taken home, the value to the assigned Police Officer equals or exceeds the compensation due for incidental maintenance of the assigned vehicle by the Police Officer.

Detectives assigned to Standby per Article 11 of this MOU may take a designated police vehicle to their place of residence while on the assigned Standby shift as long as the response time from the residence to the City of Madera is forty (40) minutes or less.

Take Home Vehicle reporting as a fringe benefit cost shall comply with IRS requirements.

Article 34 - Minimum Salary Change With Promotion

When promoted from one class to another, there shall be a minimum increase in actual salary. This salary increase will be not less than five (5) percent, but shall not exceed the top step of the new class. Actual salary increase shall be calculated after adding all assignment pay in the position prior to promotion.

Article 35 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, which ever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Manager.

Article 36 - Grievance Procedure

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practicable. This will be done no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is

accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Manager or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Manager will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Manager or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

Article 37 - Corrective/Disciplinary Actions

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be

the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence Without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or- destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the Violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Manager within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Manager may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Manager, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 38 - Pay Date

Pay dates shall remain the same as they are currently.

Article 39 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

Article 40 - Layoffs

In the event that the City anticipates a layoff of employees within the Association, the City will give the Association written notice of its intention to lay off. Within five (5) days of this notice either party may, by serving notice to the other party, reopen this agreement to negotiate a decrease in salary and benefits as a cost savings (in an effort to avoid a layoff). Nothing in this section relinquishes the City's exclusive right to lay off employees in the Association if this agreement is reopened and parties fail to reach a mutually acceptable agreement to avoid a layoff.

Article 41 - Notice of Future Meet & Confer

Other than provided in the Openers Article below, if the Madera Police Officers' Association desires to meet and confer with representatives of the City of Madera concerning improvements or changes in wages, hours, or other conditions of improvements for the employee/members represented by the Association, the Association shall serve upon the City Manager a written request to open negotiations following the signing of this Memorandum of Understanding. Said request shall contain all of the changes in wages, hours, conditions of employment proposed by the Association to take effect on or after July 1, 2025. Not withstanding the above, City shall provide to the leadership of the MPOA a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof.

Article 42 - Separability

It is understood and agreed that this Memorandum of Understanding is subject to all current and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such law. If any part of this MOU is in conflict with, or inconsistent with, such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, such prior provision shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

Article 43 - Openers

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following (#5 shall be a Meet and Consult item):

1. Personnel Codes, Rules & Regulations - During the term of the agreement there shall be an opener to meet and confer regarding potential changes in the Municipal Code and Resolutions dealing with Personnel Rules and Regulations and other personnel related administrative policies and practices.

2. Mandated Changes in the Employee/Employer Relationship - To meet and confer on any mandates that would change the rules for Employee/Employer Relations.

3. Social Security - To meet and confer on this issue should Social Security be mandated for City employees.

4. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from the MPOA before implementing a reduction in force .

Article 44 – Term

This Memorandum of Understanding shall be effective July 1, 2021, unless otherwise noted; apply to those employed by the City on the date ratification has been completed by both the Association and the City; and shall remain in full force and effect through June 30, 2025.

It shall continue in full force and effect from day to day thereafter until modified by mutual agreement of the City of Madera and MPOA.

Signatures

REPRESENTATIVES OF THE MADERA POLICE OFFICERS' ASSOCIATION

Brent Cederquist, MPOA President

06/09/21

Date

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Arnoldo Rodriguez, City Manager

Date

Exhibit A: MPOA Salary Schedule

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2021							
Crime Analysis Technician	306	$1,572.09	$1,651.06	$1,733.58	$1,820.19	$1,910.86	$2,006.64
Police Corporal	383	$2,308.22	$2,423.86	$2,545.10	$2,671.95	$2,805.93	$2,946.02
Police Officer I	363	$2,089.16	$2,193.60	$2,303.12	$2,418.25	$2,539.50	$2,666.35
Police Officer II	373	$2,196.14	$2,305.67	$2,421.31	$2,542.04	$2,669.40	$2,802.87
Police Officer Trainee	333	$1,798.79	$1,888.96	$1,983.20	$2,082.54	$2,186.46	$2,295.99
Police Sergeant	426	$2,860.44	$3,003.59	$3,153.87	$3,311.28	$3,476.84	$3,650.56
Property & Evidence Officer	296	$1,495.68	$1,570.57	$1,649.02	$1,731.55	$1,818.15	$1,908.83
Public Safety Dispatcher	294	$1,480.91	$1,554.77	$1,632.72	$1,714.22	$1,799.81	$1,889.98
Records Clerk	270	$1,313.81	$1,379.53	$1,448.30	$1,521.15	$1,597.06	$1,677.04
Effective first paycheck on or after July 1, 2022							
Crime Analysis Technician	306	$1,603.54	$1,684.08	$1,768.25	$1,856.59	$1,949.08	$2,046.77
Police Corporal	383	$2,354.38	$2,472.33	$2,596.00	$2,725.39	$2,862.05	$3,004.94
Police Officer I	363	$2,130.95	$2,237.47	$2,349.19	$2,466.62	$2,590.29	$2,719.67
Police Officer II	373	$2,240.07	$2,351.78	$2,469.74	$2,592.89	$2,722.79	$2,858.93
Police Officer Trainee	333	$1,834.77	$1,926.74	$2,022.87	$2,124.19	$2,230.19	$2,341.91
Police Sergeant	426	$2,917.65	$3,063.66	$3,216.95	$3,377.51	$3,546.38	$3,723.57
Property & Evidence Officer	296	$1,525.59	$1,601.98	$1,682.00	$1,766.18	$1,854.51	$1,947.00
Public Safety Dispatcher	294	$1,510.53	$1,585.87	$1,665.37	$1,748.51	$1,835.81	$1,927.78
Records Clerk	270	$1,340.09	$1,407.12	$1,477.27	$1,551.57	$1,629.00	$1,710.58

Exhibit A: MPOA Salary Schedule

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2023							
Crime Analysis Technician	306	$1,635.61	$1,717.76	$1,803.62	$1,893.72	$1,988.06	$2,087.70
Police Corporal	383	$2,401.47	$2,521.78	$2,647.92	$2,779.90	$2,919.29	$3,065.04
Police Officer I	363	$2,173.57	$2,282.22	$2,396.17	$2,515.95	$2,642.09	$2,774.07
Police Officer II	373	$2,284.87	$2,398.82	$2,519.13	$2,644.74	$2,777.25	$2,916.11
Police Officer Trainee	333	$1,871.46	$1,965.27	$2,063.32	$2,166.68	$2,274.80	$2,388.75
Police Sergeant	426	$2,976.00	$3,124.93	$3,281.28	$3,445.06	$3,617.31	$3,798.04
Property & Evidence Officer	296	$1,556.11	$1,634.02	$1,715.64	$1,801.50	$1,891.60	$1,985.94
Public Safety Dispatcher	294	$1,540.74	$1,617.59	$1,698.68	$1,783.48	$1,872.52	$1,966.33
Records Clerk	270	$1,366.89	$1,435.26	$1,506.81	$1,582.61	$1,661.58	$1,744.79
Effective first paycheck on or after July 1, 2024							
Crime Analysis Technician	306	$1,668.32	$1,752.11	$1,839.69	$1,931.60	$2,027.82	$2,129.46
Police Corporal	383	$2,449.50	$2,572.22	$2,700.88	$2,835.49	$2,977.67	$3,126.34
Police Officer I	363	$2,217.04	$2,327.86	$2,444.09	$2,566.27	$2,694.94	$2,829.55
Police Officer II	373	$2,330.56	$2,446.80	$2,569.51	$2,697.64	$2,832.79	$2,974.43
Police Officer Trainee	333	$1,908.89	$2,004.58	$2,104.59	$2,210.01	$2,320.29	$2,436.52
Police Sergeant	426	$3,035.52	$3,187.43	$3,346.91	$3,513.96	$3,689.66	$3,874.00
Property & Evidence Officer	296	$1,587.23	$1,666.70	$1,749.95	$1,837.53	$1,929.43	$2,025.66
Public Safety Dispatcher	294	$1,571.55	$1,649.94	$1,732.65	$1,819.15	$1,909.97	$2,005.66
Records Clerk	270	$1,394.23	$1,463.97	$1,536.95	$1,614.26	$1,694.81	$1,779.68

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MADERA

AND

THE LAW ENFORCEMENT

MID MANAGEMENT GROUP

Effective July 1, 2021 to June 30, 2025

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ARTICLE 1 – INTRODUCTION

The duly authorized representatives of the City of Madera, hereinafter referred to as the City and the Law Enforcement Mid Management Group, hereinafter referred to as the Group, having met and conferred in good faith, do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by the agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Group members shall include: Police Commander, Police Lieutenant, Executive Secretary to the Chief of Police, Police Office Supervisor, and Police Auxiliary Services Supervisor

ARTICLE 2 – FULL UNDERSTANDING

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions with existing City and Department rules, regulations and ordinances pertaining to wage, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate action not in conflict with the MOU.

ARTICLE 3 – DISCRIMINATION

Employees or prospective employees shall not be employed, promoted, discharged or in any way favored, disadvantaged or discriminated against in any respect because of age, race, creed, color, national origin, sex, political opinion or affiliation or association membership or activity.

ARTICLE 4 – EMPLOYEE AND EMPLOYER RIGHTS

The parties hereto agree that this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution #4775 of the City of Madera and by this reference, said resolution is incorporated herein as though set forth in full.

It is further understood and agreed that the City retains all its powers and authority to manage municipal services and the work force performing those services.

It is agreed that during the terms of this MOU the City shall not be required to meet and confer on matters which are solely a function of management, including but not strictly limited to:

1. Determining and modifying the organization of City government and its constituent work units.

2. Determining the nature, standards, levels and mode of delivery of services to be offered to the public.

3. Determining the methods, means and the numbers and kinds of personnel by which services are to be provided.

4. Determining whether goods or services shall be made or provided by City, or shall be purchased, or contracted for.

5. Directing employees, including scheduling and assigning work, work hours, and overtime.

6. Establishing employee performance standards and requiring complete compliance therewith.

7. Discharging, suspending, demotion, reducing in pay, reprimanding, withholding salary increase and benefits, or otherwise discipline employees, subject to the requirements of applicable law.

8. Relieving employees from duty because of lack of work or lack of funds or other legitimate reasons.

9. Implementing rules, regulations, and directives consistent with law and specific provisions of this MOU.

10. All city rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

ARTICLE 5 – SALARIES AND BENEFITS

Effective the first paycheck on or after July 1, 2021, employees represented by this unit and employed with the City will receive a 2% base wage increase.

Effective the first paycheck on or after July 1, 2022, employees represented by this unit and employed with the City will receive a 2% base wage increase.

Effective the first paycheck on or after July 1, 2023, employees represented by this unit and employed with the City will receive a 2% base wage increase.

Effective the first paycheck on or after July 1, 2024, employees represented by this unit and employed with the City will receive a 2% base wage increase.

The salary schedule attached as Exhibit A reflects the salary plan that will be effective upon implementation of the 2% base wage increase on each effective date noted above.

In addition to the percent-based wage increases noted above, employees represented by this unit and employed with the City at the time of paycheck issuance will receive lump sum $1,500 payments to be paid on the first regular paycheck of July 2021, July 2022, July 2023, and July 2024, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The City will issue this payment as a separate check from normal wages.

Non-sworn employees will be eligible for longevity pay. After a non-sworn employee has been at the top (F) step of their salary range for one year (on their anniversary date), the employee is eligible for a longevity increase. The longevity pay equals a 2.5% increase and must be recommended per supervisor's evaluation. Five years after an individual has reached a longevity step and remains frozen at a particular range/step, the employee is eligible for an additional 2.5% increase. This would then continue every five (5) years to a maximum of 10%.

A regular work week shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing Personnel Rules and Regulations. Employees in this unit may work a 4/10 schedule upon recommendation of the Chief of Police and approval of the City Manager. Employees approved to work a 4/10 schedule will work a set 4-day work week; the day off pattern will not fluctuate unless a new 4/10 schedule is requested and approved.

All positions in the Law Enforcement Mid-Management Bargaining Unit are exempt from Overtime under either the ‘Executive,’ ‘Professional,’ or ‘Administrative’ exemption under the Fair Labor Standards Act (FLSA). In recognition of the fact that overtime is an expected and normal part of the duties of these classes, without the benefit of overtime pay or compensatory time off, five days (40 Hours) of Administrative Leave will be credited on the books at the beginning of a fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked, over those scheduled.

ARTICLE 6 – HOLIDAYS

The following holidays are recognized as 8-hour paid holidays: New Year's Day, Labor Day, Martin Luther King's Day, Columbus Day, President's Day, Veteran's Day, Thanksgiving Day, Memorial Day, Day After Thanksgiving, Independence Day, and Christmas Day.

The following holidays are recognized as 4-hour paid holidays: Good Friday and Winter Holiday (the last day prior to Christmas Day or New Year's Day).

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

For employees working a 4/10 work schedule, if a City-paid holiday falls on the employee's regularly scheduled day off, the holiday is shifted one workday within the same pay period. For example, if an employee's regular day off is Monday and a City-paid holiday falls on Monday, then the holiday would be shifted to Tuesday. Likewise, if an employee's regular day off is Friday and a City-paid holiday falls on Friday, then the holiday would be shifted to Thursday.

If an employee's regularly scheduled work hours exceed the number of hours provided by the City as paid holiday, the employee will be required to either work or use personal time to make-up the difference between scheduled work hours and paid holiday hours.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

ARTICLE 7 – BEREAVEMENT LEAVE

In the event of the death of the employee's parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days for in-state relatives and five (5) days for out-of-state relatives. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked. Employee may request use of other leave (vacation, sick or floating holiday) if additional time off is desired in excess of three (3) days.

ARTICLE 8 – VACATION

Group employees earn vacation credits dependent upon the number of years of service with the City for each pay period an employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to a Group member upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER HOURS RECEIVED PER PAY PERIOD

0 thru 4 yrs.	=	3.6923 hrs. per pay period.
5 thru 9 yrs.	=	4.6156 hrs. per pay period.
10 thru 14 yrs.	=	5.5384 hrs. per pay period.
15 thru 19 yrs.	=	6.1538 hrs. per pay period.
20 plus years	=	6.4615 hrs. per pay period.

In addition, each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year.

Vacation may be used after completing six months of continuous service. The maximum employees in this group are allowed to accumulate is 360 hours.

Each employee may receive compensation in lieu of up to 40 hours of vacation each fiscal year. To be eligible for compensation an employee must have a minimum vacation balance of 120 hours and utilized as actual time off 40 hours of vacation.

ARTICLE 9 – EDUCATIONAL REIMBURSEMENT PLAN

For job related educational programs approved by the Police Chief and a minimum passing grade of "C" the following reimbursement schedule is applicable:

1. No mileage allowed.
2. Books: 100%
3. Tuition: 100%

The 100% reimbursement is limited to a total of not more than $2,400 per fiscal year.

Reimbursement requests must be submitted to the Human Resources department no later than 45 days after the completion of the course.

ARTICLE 9.5 – EDUCATION INCENTIVE

Employees in this unit will be eligible for education incentive pay as follows. All incentives will be effective the first whole pay period following attainment of the incentivized achievement.

All Sworn personnel will be eligible for an education certificate incentive as follows:

The Educational / POST incentives – "Compounded":

5.0% BA/BS Degree from an accredited institution (this incentive will be effective the pay period beginning 9/15/18 and will not be paid retro for any period where a degree was held prior to that date)
2.5% Management POST Certificate
2.5% Completion of FBI National Academy

All Non-Sworn personnel will be eligible for an education certificate incentive as follows:

The Educational / POST incentives – "Compounded":

2.5 % POST Certificate
2.5 % 60 college units with a grade of C or better from an accredited institution
5.0 % BA or BS Degree from an accredited institution

Completion of a four (4) year degree (BA or BS) in Criminology, Public Administration**,** Political Science, Administration of Justice, Organizational Development or other degrees subject to the sole discretion of the City, from an academic institution accredited by the recognized college/university accrediting agency will be granted educational incentive.

ARTICLE 10 – BILINGUAL INCENTIVE

A Group employee is eligible to earn pay above his normal pay if he/she is able to pass a bilingual (Spanish/English) exam administered by the City and based on the following testing:

a. Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test for Peace Officers", with a score of five (5) or better for both Sworn and Non Sworn personnel, $250 per month, Or,

b. Tier #1. Successfully passing the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three.

   Tier # 2. Successfully passing the CPS "Spanish Bilingual Proficiency Test, Social Services" with a rating proficiency of either level four or five.

Tier #3. Successfully passing the CPS "Spanish Bilingual Proficiency Test, Social Services" with a rating proficiency level of no less than six.

Compensation for the bilingual Tier system shall be as follows:

Tier #1 $150.00 per month
Tier #2 $200.00 per month
Tier #3 $250.00 per month

For represented employee's taking the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than three. $150 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. $200 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. $250 per month

The City Manager shall determine the number of bilingual positions and tier levels needed for each department.

ARTICLE 11 – UNIFORMS

The Chief of Police has the authority to require wearing of a uniform. The Police Commander, Police Lieutenant, Police Office Supervisor, and Police Auxiliary Services Supervisor are required to wear or maintain a uniform and shall be eligible for an annual uniform allowance. To help alleviate the tax implications of receiving the uniform allowance as a lump sum, the allowance will be paid on a per paid period basis.

Sworn Officers	$750.00
Designated Non-Sworn	$530.00

Sworn officers hired or terminated during the fiscal year will receive or be required to reimburse the City an amount prorated for the fiscal year equal to $62.50 per month. Non sworn officers shall reimburse at $44.17 per month under the same conditions as sworn officers.

In order to avoid any financial impact, the City may purchase the uniforms for employees hired during the second half of a fiscal year and be reimbursed by that employee within six (6) months.

ARTICLE 12 – BODY ARMOR & SAFETY EQUIPMENT

All sworn personnel will be responsible for maintenance and replacement of their body armor. The City provides the first vest for new hires into the Police Department, with all replacement vests to be provided by the employee.

With the exception of bullet-proof vests/body armor, the City will provide all sworn officers with a weapon, holster and ammunition as specified by the Police Chief. All items of "safety equipment" provided by the City are property of the City and shall be maintained in good working order by the sworn officer. Employees shall turn in City provided and City owned items upon separation from employment.

ARTICLE 13 – RETIREMENT

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Safety Employees

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City will pay the Employer Contribution. Employees will pay 4% towards the Employee Contribution, with the City paying the remaining 5% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 4% towards the Employee Contribution, with the City paying the remaining 5% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 13%.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 3.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC) effective the first whole pay period following adoption of this MOU by City Council.

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 7%.

The City shall provide to the leadership of the LEMM a copy of the Annual Valuation Report that City receives related to the Safety and/or Miscellaneous Employees' or Employer's CalPERS retirement contributions within two weeks of receipt thereof.

ARTICLE 14 – DEFERRED COMPENSATION PLAN

Currently the City pays an amount equal to 4.2% of the Non-Safety employees' gross salary into a Deferred Compensation Plan (the 4.2 % may be rounded up or down). The City does not contribute this amount for the CalPERS Safety employees.

ARTICLE 15 – SICK LEAVE

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period for each period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations manual.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence

designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 16 of this MOU.

Sick Leave Cash-out: Employees who are members of the Law Enforcement Mid Management Group may cash-out per the following:

b.) YRS OF SERVICE	SICK LEAVE CASH-OUT
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

The cash-out conversion pertains only to retirements and positive separation. Negative termination's (discharge) are not eligible.

An employee has the option to convert 100% of the remaining sick leave upon retirement to PERS time-in-service.

ARTICLE 16 – FAMILY SICK LEAVE

Sick leave may be used up to the limit of seventy-two hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

    1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

    1.2. Spouse or Registered Domestic Partner

    1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

    1.4. Grandparent

    1.5. Grandchild.

1.6. Sibling.

2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

2.1. A temporary restraining order or restraining order.

2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave to himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

ARTICLE 17 – INSURANCE BENEFITS

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided,

then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such a waiver of coverage does not increase the premium charged by the carriers. Employees who waive coverage will receive $450 per month.

Effective July 1, 2021, the City's defined contribution towards health insurance will be capped as stated below in the chart for the respective plans. The Kaiser defined contribution will apply only to the Kaiser Core and Kaiser Buy-up plans. The Anthem contribution will apply only to the Anthem Core and Anthem Buy-up plans. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

City Contribution	Enrollment Level		
Plan Provider	EE Only	EE+1	EE+Family
Waiver with Proof of Coverage	450		
Kaiser	807.54	1475.99	2143.06
Anthem	882.54	1612.99	2339.06

Subsequent to July 1, 2021, for the term of this agreement only, the City's defined contribution towards health insurance will be capped using the following formula:

- The City contribution towards Kaiser Core and Buy-up plans will be the Kaiser Core plan premium + Vision premium + Dental premium
- The City contribution towards Anthem Core and Buy-up plans will be the Anthem Core plan premium + Vision premium + Dental premium
- There will be no increase to the waiver contribution beyond the noted $450 per month effective July 1, 2021.

Following expiration of this agreement, the City's defined contribution for health insurance will be set at the January 2025 core rates. There will be no automatic increases in the City's contributions unless specifically agreed to by the parties.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be

captured on forms provided by the Human Resources Department. There is not intent of the parties to convey requirements more stringent than those required by the Affordable Care Act and/or the IRS Regulations.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However this group agrees to the City proposal to change the plan design, as presented, when such action can be taken for all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of $25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

ARTICLE 18 – TEMPORARY ASSIGNMENT TO PERFORM DUTIES OF A HIGHER CLASSIFICATION

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Manager.

ARTICLE 19 – GRIEVANCE PROCEDURE

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practical and in any event no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Manager or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Manager will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Manager or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

ARTICLE 20 – CORRECTIVE/DISCIPLINARY ACTIONS

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees

classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to the Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Manager within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Manager may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Manager, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

ARTICLE 21 – PAY DATE

Pay dates shall remain the same as they are currently.

ARTICLE 22 – MILEAGE REIMBURSEMENT

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California drivers license and insurance coverage is required.

Employees receiving mileage reimbursement or driving a take-home vehicle will be subject to IRS fringe benefit reporting requirements.

ARTICLE 23 – OPENERS

In addition to other items specified in this agreement for meet and confer and discussion during the term of the agreement there shall be openers for the following:

During the term of this agreement there shall be openers as follows:

1. To review and make revisions to the City Code related to Civil Service and Personnel, and Personnel Rules and Regulations. Any such changes are contingent upon use of the meet and confer process to obtain a single version of these documents applying to all bargaining units.

2. To meet and confer should Social Security be mandated on the City, requiring employees to be covered by this benefit.

3. To meet and confer should any mandates form the State of California change the rules related to Employee/Employer Relations.

4. In the event that the City determines that a reduction in force is necessary in this unit during the course of this agreement, the City agrees to solicit fiscal alternatives from LEMM before implementing a reduction in force.

ARTICLE 24 – SEPARATION

It is understood and agreed that this Memorandum of Understanding is subject to all present and future Federal and State laws and regulations and the provisions hereto shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable provision of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and

regulations and the remainder of this Memorandum of Understanding shall be not affected thereby and shall remain in full force and effect.

ARTICLE 25 – TERM OF MOU

This MOU shall be effective July 1, 2021 and shall remain in full force and effect to June 30, 2025.

ARTICLE 26 – RECLASSIFICATION EMPLOYEE INITIATED

Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to the Human Resources Department for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department in January or February so that changes may be included in the next fiscal year budget.

Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Director conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The
city shall endeavor to complete the analysis as soon as practicable.

Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Manager in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Manager may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Manager shall be final.

SIGNATURES

REPRESENTATIVES OF THE LAW ENFORCEMENT MID MANAGEMENT GROUP

Brian Esteves, LEMM Representative — Date: 6/9/2021

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Arnoldo Rodriguez, City Manager — Date

Exhibit A: LEMM Salary Schedule

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2021							
Executive Secretary to the Chief of Police	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Police Auxiliary Services Supervisor	350	$1,958.24	$2,056.05	$2,158.96	$2,266.44	$2,380.05	$2,498.74
Police Commander	504	$4,220.61	$4,432.02	$4,653.62	$4,885.92	$5,130.45	$5,386.69
Police Lieutenant	487	$3,877.76	$4,071.35	$4,275.12	$4,489.08	$4,713.23	$4,949.09
Police Office Supervisor	350	$1,958.24	$2,056.05	$2,158.96	$2,266.44	$2,380.05	$2,498.74
Effective first paycheck on or after July 1, 2022							
Executive Secretary to the Chief of Police	330	$1,807.75	$1,898.16	$1,992.73	$2,092.50	$2,196.94	$2,307.10
Police Auxiliary Services Supervisor	350	$1,997.41	$2,097.17	$2,202.13	$2,311.77	$2,427.65	$2,548.72
Police Commander	504	$4,305.02	$4,520.66	$4,746.70	$4,983.64	$5,233.06	$5,494.42
Police Lieutenant	487	$3,955.32	$4,152.77	$4,360.62	$4,578.86	$4,807.49	$5,048.07
Police Office Supervisor	350	$1,997.41	$2,097.17	$2,202.13	$2,311.77	$2,427.65	$2,548.72
Effective first paycheck on or after July 1, 2023							
Executive Secretary to the Chief of Police	330	$1,843.90	$1,936.12	$2,032.58	$2,134.35	$2,240.88	$2,353.24
Police Auxiliary Services Supervisor	350	$2,037.35	$2,139.12	$2,246.18	$2,358.01	$2,476.20	$2,599.69
Police Commander	504	$4,391.12	$4,611.08	$4,841.63	$5,083.31	$5,337.72	$5,604.31
Police Lieutenant	487	$4,034.43	$4,235.83	$4,447.83	$4,670.44	$4,903.64	$5,149.03
Police Office Supervisor	350	$2,037.35	$2,139.12	$2,246.18	$2,358.01	$2,476.20	$2,599.69
Effective first paycheck on or after July 1, 2024							
Executive Secretary to the Chief of Police	330	$1,880.78	$1,974.84	$2,073.24	$2,177.03	$2,285.69	$2,400.30
Police Auxiliary Services Supervisor	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69
Police Commander	504	$4,478.94	$4,703.30	$4,938.46	$5,184.98	$5,444.47	$5,716.40
Police Lieutenant	487	$4,115.12	$4,320.55	$4,536.79	$4,763.85	$5,001.71	$5,252.02
Police Office Supervisor	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Matthew Watson, Assistant Fire Chief

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

Agenda Number: D-2

SUBJECT:

Lease Agreement with Pistoresi Ambulance Paramedics for space at Fire Station 57

RECOMMENDATION:

Adopt a Resolution Approving a Six-Month Lease Agreement with Pistoresi Ambulance Paramedics beginning on June 16, 2021, in the amount of $2,040 per month

SUMMARY:

Six-month lease with an agreement with Pistoresi Ambulance Paramedics (PAP) for the use of a portion of City Fire Station 57 located on South Schnoor Avenue at a monthly rate of $2,040 beginning on June 16, 2021. The agreement includes utilities and maintenance fees.

DISCUSSION:

Pistoresi, a private ambulance company, and the City have enjoyed a long-term partnership serving the City's citizens. In addition to the City, PAP serves the City of Chowchilla and a portion of the County, primarily the Valley floor, while Sierra Ambulance serves the foothill communities. As part of this partnership, the City has allowed PAP to house an ambulance at Fire Station 57 since 1982. This arrangement has served PAP and the residents well, allowing PAP to deploy personnel rapidly. In addition to being stationed at Station 57, PAP also houses an ambulance at Madera County Station 1 located on Tozer Road (i.e., Road 28) and prior 2021 at Chowchilla City Fire Station 1.

As emergency response needs have evolved, equipment needs have changed. As a result, space has become limited, and staff has notified PAP that it needs the space while a short-term lease agreement is also required. It is worth noting that during the preceding 39 years, there has been no hold harmless, lease, or rental agreement in writing between PAP and the City. This, coupled with the need to house fire suppression equipment indoors to protect it from inclement weather,

led to the City revisiting the arrangement. Today, PAP occupies approximately 437 square feet. It is anticipated that once PAP relocates, the space will be used to properly store safety gear, firefighter wellness equipment, and supplies away from carcinogenic smoke generated from the fire apparatus. Today, these items are stored in the apparatus bays and need to be removed.

In addition, the City is actively working with the Madera Historical Society to receive two antique Madera City fire engines that will be housed in Stations 56 (Lake Street) and 57. This creates a more significant strain and need for storage at Station 57.

During the past 39 years, the City has borne utilities and facility maintenance costs, while PAP pays for cable and internet. No changes to this arrangement are proposed as part of the lease agreement.

FINANCIAL IMPACT:

The lease agreement is expected to generate $13,260 in revenue should PAP remain for the duration of the agreement. Should PAP vacate before the end of the agreement, this would decrease. From these funds, a portion will be used for utilities and maintenance costs. Any remaining funds will be used to make improvements at the station.

ALTERNATIVES:

As an alternative, Council may:

1. Council may direct staff to allow PAP to continue to use the facility at no costs.
2. Council may direct staff to enter into a longer-term agreement.

ATTACHMENTS:

1. Resolution including the Lease agreement

Resolution 21-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SIX-MONTH LEASE AGREEMENT WITH PISTORESI AMBULANCE PARAMEDICS FOR SPACE AT THE CITY OF MADERA FIRE STATION 57

WHEREAS, the Mayor will execute a six-month lease agreement allowing Pistoresi Ambulance Paramedics to utilize a portion of Fire Station 57 located at 200 South Schnoor Avenue; and

WHEREAS, the market rate for use of the space is $2,040 per month; and

WHEREAS, the City and Pistoresi Ambulance Paramedics have agreed to allow and Pistoresi Ambulance Paramedics use of the Medic bedroom/living room, two (2) restrooms, dining area, kitchen, rear driveway and four (4) parking spaces; and

WHEREAS, Pistoresi Ambulance Paramedics agree to a monthly rent of $2,040 in the proposed agreement; and

WHEREAS, Pistoresi Ambulance Paramedics is responsible for cable and internet for all users of the Fire Station; and

WHEREAS, the City is responsible for utilities including but not limited to water, sewer, gas, electricity, and solid waste.

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 Lease Agreement between City and Pistoresi Ambulance Paramedics.
3. This resolution is effective immediately upon adoption.

***

LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND PISTORESI AMBULANCE PARAMEDICS

This Lease Agreement ("Lease") is entered into on June 16, 2020, by and between the City of Madera, a municipal corporation ("Lessor") and Pistoresi Ambulance (Tenant) collectively referred to "Parties."

1. Agreement. Subject to the terms and conditions and for the consideration set forth in this Lease, Lessor hereby Leases to Tenant and Tenant hereby Leases from Lessor, that certain real property located in Fire Station 57 at 200 S Schnoor Ave, Madera, California (referred to hereinafter as the "Premises"), owned by Lessor, and which is more particularly described and depicted in Exhibit A which is attached hereto and incorporated herein by reference.

2. Rent. Tenant agrees to pay rent to Lessor in the amount of $ 2,040.00 per month. On June 16, 2021, the Tenant shall pay to the Lessor the prorated sum of $1,019.70 for the period of June 16, 2021 through June 30, 2021. Thereafter the full monthly rent shall be paid on the first day of each month, at Madera City Hall, located at 205 W. 4th Street, Madera, CA 93637 or any other place or places that may be designated by Lessor in a written notice to Tenant given in the manner prescribed in this Lease. Rent for any period less than one month shall be a pro rata portion of the monthly installment.

3. Term.

(a) The term of this Lease shall commence on June 16, 2021 and shall continue through December 31, 2021.

(b) Tenant may, at Tenant's option, terminate this Lease upon thirty (30) days written notice to Lessor.

(c) Lessor may terminate this Lease upon fifteen (15) days written notice to Tenant for failing to meet any terms as provided in this Lease Agreement.

4. Use of Premises.

(a) Sole Use: The Premises are Leased to Tenant for the shared use of operating Tenant's private ambulance business and for uses collateral thereto. The shared use includes the Medic bedroom/living room, two (2) restrooms, dining area, kitchen, rear driveway and four (4) parking spaces.

(b) No Detriment to Insurance: Tenant shall not commit or permit any act or acts in or on the Premises or use the Premises or cause the Premises to be used in any manner which will

cause a cancellation of any fire, liability, or other insurance policy covering the Premises or any part thereof.

(c) Assignments and Encumbrances: Tenant shall not encumber, assign, or otherwise transfer this Lease, a right or interest in the property or any of the improvements on the property without the expressed written consent of the Lessor. In addition, Tenant shall not sublet the property or any part thereof.

5. Maintenance and Repair

(a) General Requirement: Tenant shall, during the term of this Lease, maintain the Premises in a good, clean, and safe condition, and shall, on termination of this LEASE, surrender the Premises to Lessor in as good a condition and repair as existed on the date of this LEASE, reasonable wear and tear and damage by the elements excepted.

(b) Negligence: Tenant shall be responsible to repair any damage arising from the negligence of Tenant or its agents, employees, or invitees.

(c) Interior of Building: The Tenant shall be responsible to perform daily janitorial services for the shared areas. Daily janitorial service shall include but not limited to emptying of any trash or waste receptacles; washing and putting away of soiled dishes; wiping with a general-purpose cleaner all shared surfaces such as counters, doorknobs, tables, telephones, and similar surfaces; the proper placement of dirty/soiled laundry into appropriate receptacles. See Exhibit B for full details of cleaning duties. Lessor shall be responsible for maintenance and repair of the Premises including roofing, air conditioning major plumbing and/or major structural repairs. Lessor shall not be responsible for interior theft or vandalism of the Premises.

(d) Compliance with Laws: Tenant shall, at Tenant's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county or municipal government which may in any way apply to the use, maintenance, or operation of Premises.

(e) Surrender of Premises: On termination of this Lease, Tenant will surrender the Premises to Lessor in as good a condition and repair as existed on the date of this Lease, reasonable wear and tear and damage by the elements excepted.

6. Communications and Utilities. The Tenant shall be responsible for securing and paying for its communication services such as internet and cable.

7. Alterations and Mechanics' Liens.

(a) Tenant shall not make nor permit any alterations or improvements to the Premises without the prior written consent of Lessor.

(b) All alterations and improvements made to the Premises shall become the property of the Lessor and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any renewal or extension of this Lease.

(c) Tenant's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Tenant and may be removed by Tenant. Any personal property, trade fixtures, or equipment not removed by Tenant within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Tenant shall repair any damage to the Premises caused by Tenant's removal of its personal property, trade fixtures, or equipment.

(d) Tenant shall keep the premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Tenant, or obligations incurred by Tenant.

8. Waste or Nuisance. Tenant shall not commit, nor permit others to commit, any waste upon the Premises. Tenant shall not maintain, commit, nor permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Premises. Tenant shall not use or permit the use of the Premises for any unlawful purpose.

9. Taxes and Assessments. Tenant shall pay, prior to delinquency, Tenant's possessory interest, Leasehold tax interest, and personal property taxes, which may arise out of Tenant's use of the Premises during the term of this Lease. On demand, Tenant shall provide to Lessor satisfactory evidence of payment of taxes. Lessor shall pay any real property taxes.

10. Possession. Tenant shall be entitled to possession of the Premises on the first day of the term of this Lease and shall yield possession to Lessor upon termination of this Lease.

11. Insurance. Without limiting Tenant's indemnification of Lessor, and prior to Tenant's operation and use of the Building, Tenant shall obtain, provide, and continuously maintain at its own expense during the term of the Lease policies of insurance of the type and amounts described below and in form satisfactory to the Lessor.

Minimum Scope and Limits of Insurance

Tenant shall maintain limits no less than:

$2,000,000 General Liability (including operations, products and completed operations) per occurrence, $5,000,000 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 to provide that the Lessor 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 Tenant arising out of or in connection with operations conducted at the Leased Building, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the Lessor 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. Tenant shall submit to the Lessor, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Lessor, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Tenant 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 Tenant's occupancy of the premises, its agents, representatives, or employees as specified in this Agreement.

Proof of Insurance

Tenant shall provide to the Lessor 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 Lessor prior to commencement of occupation. Current evidence of insurance shall always be kept on file with the Lessor during the term of this Agreement. Lessor 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 Lessor, its elected or appointed officers, agents, officials,

employees, and volunteers, or shall specifically allow Tenant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against the Lessor.

Enforcement of Contract Provisions (non estoppel)
Tenant acknowledges and agrees that any actual or alleged failure on the part of the Lessor to inform Tenant of non-compliance with any requirement imposes no additional obligations on the Lessor, 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 Tenant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

Notice of Cancellation
Tenant agrees to oblige its insurance agent or broker and insurers to provide to the Lessor 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 Lessor. The Lessor 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 Lessor's Risk Manager.

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

Additional Insurance
Tenant 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.

12. Entry and Inspection by Lessor. Lessor reserves the right to enter the Premises at any time and by whatever means necessary, including, but not limited to, the following situations: (i) in case

of an emergency, (ii) to make necessary repairs, (iii) when Lessor reasonably believes that the Tenant has abandoned or surrendered the Premises, (iv) to inspect the Premises for Lease compliance, (v) pursuant to court order, and (vi) for necessary tests or surveying. When entering the Premises, Tenant shall use reasonable efforts to notify Tenant and to minimize disruption to Tenant's operations.

13. Acceptance by Tenant. Tenant accepts the Premises, as well as the improvements thereon in their present condition. Tenant agrees with, and represents to Lessor, that the Premises have been inspected by him and that Tenant has been assured by means independent of Lessor or Lessor's agents of the truth of all facts material to this Lease and that the Premises are being Leased by Tenant as a result of his inspection and investigation and not as a result of any representations made by Lessor or Lessor's agents.

14. Parties Not Liable. Lessor shall not be liable to Tenant, and Tenant hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Premises by or from any cause whatsoever, except injury or damage to Tenant resulting from the acts or omissions of Lessor or Lessor's authorized agents.

15. Indemnification and Hold Harmless. Throughout the term of this Lease, Tenant shall indemnify, hold harmless, and defend Lessor, its officers, employees, agents, and volunteers ("City indemnities"), 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 or in connection with Tenant's performance of its obligations under this Lease or out of the operations conducted by Tenant, except for such loss or damage arising from the sole negligence or willful misconduct of the Lessor. In the event City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from Tenant's performance of this agreement or operations, the Tenant shall provide a defense to the City indemnities, or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

16. Rights Are Cumulative. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

17. Covenants Against Discrimination. Tenant agrees for itself, its heirs, executors, administrators, and assignees and all persons claiming under or through them as follows: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status, ancestry, age or any other unlawful classification in the use of the Premises."

18. Insolvency of Tenant. The insolvency of Tenant, as evidenced by the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, the making of a general

assignment by Tenant for the benefit of creditors, or an action taken or suffered by Tenant under any bankruptcy or insolvency act, shall terminate this Lease and entitle Lessor to re-enter and regain possession of the Premises. The levying of any writ of attachment or writ of execution against Tenant's interest in the Premises or any crops therein, which shall not be satisfied or discharged by Tenant within thirty (30) days from the date of levy or execution, shall terminate this LEASE and entitle Lessor to re-enter and regain possession of the Premises.

19. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this LEASE 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 of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties hereto as follows:

Tenant:

Lessor: City of Madera
Attn: City Manager
205 W. 4th Street
Madera, CA 93637

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

20. Integration. This instrument constitutes the sole and only agreement between Lessor and Tenant respecting the Premises, and correctly sets forth the obligations of Lessor and Tenant to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this instrument are null and void.

21. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this LEASE is invalid or unenforceable, but that by limiting such provision it would become invalid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. Law Governing. This Lease and the rights and duties (both procedural and substantive) of the parties hereunder shall be governed and interpreted exclusively by the provisions hereof and by the laws of the State of California and venue shall be in Madera County.

23. Effect on Heirs and Successors. This Lease and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators,

trustees, successors and assigns of the parties to this Lease. Nothing contained in this paragraph shall be construed as consent by Lessor to any assignment of this Lease or any interest therein by Tenant except as may be provided in this Lease.

24. Time of Essence. Time is of the essence of this Lease and of each provision contained within, and each provision is made and declared to be a material, necessary, and essential part of this LEASE.

25. Attorneys' Fees. If any litigation is commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either party in relation to the Premises or the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

26. Amendment. This Lease may be amended only by the written agreement of the parties hereto duly executed by the party to be bound by the amendment.

27. Waiver. The waiver by Lessor of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or of another provision of this Lease.

28. Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. Separate counterparts of this Lease may separately be executed by Tenant and Lessor, all with the same force and effect as though the same counterpart had been executed by both Tenant and Lessor.

29. Relationship of Parties. The relationship between Lessor and Tenant shall always and only be that of lessor and Tenant. Tenant shall never at any time during the term of the Lease become the agent of Lessor, and Lessor shall not be responsible for the act or omissions of Tenant or its agents.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease Agreement to be executed as of the date and year first above written.

CITY OF MADERA
a Municipal Corporation

By: _____
Santos Garcia

PISTORESI AMBULANCE

By: _____

Mayor

Title: _____

ATTEST:

By: _____

Alicia Gonzales
City Clerk

_____

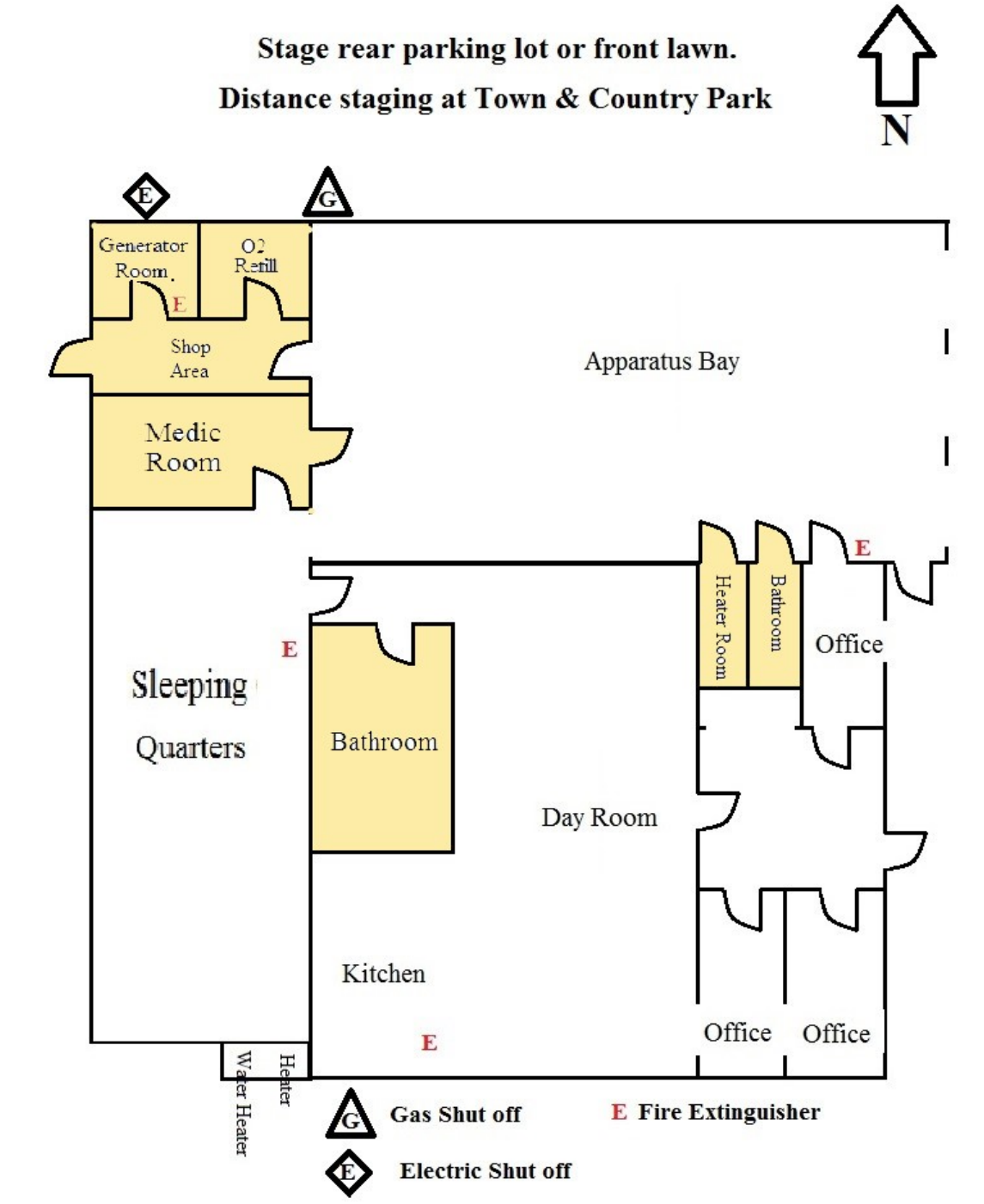
APPROVED AS TO FORM:

By: _____

Hilda Cantú Montoy
City Attorney

EXHIBIT "A"

Industrial Ave



EXHIBT B

Madera City Fire Department
Medic 47
10 Day Maintenance Schedule

Day 1, 11, 21, 31 Clean outside restroom

Day 2, 12, 22 Pick up litter in parking lot

Day 3, 13, 23 Vacuum and mop room

Day 4, 14, 24 Clean O2 room

Day 5, 15, 25 Clean outside restroom

Day 6, 16, 26 Sweep workshop floor

Day 7, 17, 27 Vacuum and mop room

Day 8, 18, 28 Pick up litter in parking lot

Day 9, 19, 29 Clean outside restroom

Day 10, 20, 30 Make up Day

RETURN TO AGENDA

REPORT TO CITY COUNCIL
Late Distribution Notice

DATE: June 10, 2021

TO: Honorable Mayor and City Councilmembers

FROM: Alicia Gonzales, City Clerk

SUBJECT: June 16, 2021 City Council Meeting
Late Distribution of Report for Item D-3

Additional time is needed to complete, review, and finalize the report for Item D-3: Consideration of Demographer Consulting Services for the 2020 Census Redistricting Process before distributing to Council. Thank you for your understanding.

RETURN TO AGENDA

June 16, 2021

Madera City Council Meeting
Agenda Item E-1

Presentation for Fiscal Year Budget 2021/2022, Council Review, Discuss and Provide Direction to Staff
(Report by Roger Sanchez)

There is no written report for this item.