Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

AMENDED
NOTICE AND AGENDA

Wednesday, January 20, 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. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 942 0199 8013# 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 Marc Unger, First Baptist Church of Madera

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. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Continued Workshop on Pending Cannabis Regulatory Ordinance and Related Procedures

Recommendation: Consider Workshop Presentation and Provide Direction to Staff (Report by Arnoldo Rodriguez)

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 – 10/21/20

Recommendation: Approve the City Council Minutes of October 21, 2020.

B-2 Informational Report on Register of Audited Demands for December 26, 2020 to January 8, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service and Litigation Expenditures

Recommendation: No Action Required (Report by Arnoldo Rodriguez)

B-4 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-5 2020/2021 Community Development Block Grant (CDBG) Action Plan Agreements with Subrecipients

Recommendation: Adopt Resolutions Approving 2020/2021 CDBG Action Plan Agreements as follows:

1) Community Action Partnership of Madera County for Local Efforts to Address Homelessness ($20,000)
2) City of Madera Parks and Community Services Department for Senior Services ($37,609)
3) Madera Rescue Mission to Provide Services to Homeless Persons ($30,000)
4) Big Brothers Big Sisters of Central California for the High School Bigs Program ($10,000)
5) Doors of Hope for Building Better Parents ($15,300)
6) Pequeños Empresarios for Early Childhood Mentoring ($10,000)
7) Madera Coalition for Community Justice for Youth Leadership Development ($33,850)
8) Habitat for Humanity for Owner-Occupied Residential Rehabilitation ($215,000)
9) City of Madera - Various Census Tract Improvements ($36,755)
10) City of Madera - Sidewalk Improvements Lilly & Vineyard ($97,065)

11) City of Madera - Flashing Stop Signs Lake & Adell ($22,580)
12) City of Madera - ADA Compliant Front Counter at former RDA Building ($25,000)
13) City of Madera - McNally Park Rehabilitation Project ($196,221)

B-6 Amendment to the Lease Agreement between the City and MV Public Transportation, Inc. Concerning Internet Services and Increased Rent

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Lease Agreement between the City and MV Public Transportation (Report by Ivette Iraheta)

B-7 Appointment to the City's Block Grant Commission

Recommendation: Adopt a Resolution Approving Councilmember Evans's Recommendation to Appoint DJ Becker to the Block Grant Commission (BGC) (Report by Ivette Iraheta)

B-8 Appointment to the City's Planning Commission

Recommendation: Adopt a Resolution Accepting the Recommendation of Mayor Santos Garcia appointing Khubaib Sheikh to Fill a Current Vacancy on the City of Madera Planning Commission (Report by Gary Conte)

B-9 Agreement with MV Cheng & Associates for Interim Procurement Manager Consulting Services

Recommendation: Adopt a Resolution Approving the Agreement for Professional Services with MV Cheng & Associates for Interim Procurement Manager Consulting Services (Report by Roger Sanchez)

C. PUBLIC HEARINGS: None

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

D-1 Data Management Contract for Water Backflow Prevention Devices

Recommendation: Adopt a Resolution Authorizing an Online Subscription Agreement whereby Backflow Solutions, Inc., will Perform Notification and Data Management Functions on behalf of the City Regarding all Backflows for Three Years, with an Option to Renew for up to Two Additional One-Year Renewal Terms (Report by Daniel Foss)

D-2 Refinancing of 2006 Loan for the Wastewater Treatment Plant in the Outstanding Amount of $6,365,288 with the California Infrastructure and Economic Development Bank

Recommendation: Adopt a Resolution Authorizing the Execution and Delivery of a Loan Agreement in an Amount not-to-exceed $6,500,000 and an Interest Rate not-to-exceed 3.0% for Refunding of an Installment Sale Agreement Dated March 15, 2006 and Authorizing the Taking of Other Actions, and the Delivery of Other Documents Related Thereto (Report by Roger Sanchez)

E. ADMINISTRATIVE REPORTS:

E-1 Mayor's Appointments to Outside Boards, Commissions, and Committees

Recommendation: Approve a Minute Order Approving the Mayor's Appointments to Outside Boards, Commissions, and Committees (Report by Alicia Gonzales)

E-2 Retail Sales Tax Update

Recommendation: Informational Only (Report by Roger Sanchez)

E-3 Consideration of Options Relative Rule 20B/C Undergrounding of Utilities Designated Real Property Located Within and Adjacent to Pecan Avenue between Monterey Avenue and a Point Approximatley 700 Feet West of Monterey Avenue

Recommendation: Consider Options and Provide Direction to Staff (Report by Keith Helmuth)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Public Employee Performance Evaluation
Pursuant to Government Code Section 54957(b)(1)
Title: City Manager

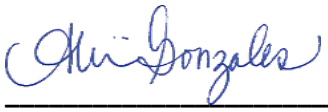
G-2 Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
One Case: City of Madera v. High Speed Rail Authority

G-3 Conference with Labor Negotiators
Pursuant to Government Code 554957.6
Agency Designated Representatives: Arnoldo Rodriguez and Wendy Silva
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 February 3, 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 January 20, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 5:30 p.m. on January 15, 2021.



Alicia Gonzales, City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: A-1

SUBJECT:

Continued Workshop on Pending Cannabis Regulatory Ordinance and Related Procedures

RECOMMENDATION:

Continue discussion of workshop presentation and provide direction to staff

SUMMARY:

An initial workshop on the pending cannabis regulatory ordinance and related procedures was presented to Council on January 6, 2021. The workshop 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 requested input 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. Council proposed to continue the discussion at the next scheduled Council meeting, after having the opportunity to further review presented information, as well as seeking input from constituents and stakeholders.

DISCUSSION:

Material presented during the January 6, 2021 workshop introduced a proposed seven-step workflow for the development of a regulatory ordinance to allow, permit, regulate, and tax cannabis businesses. A breakdown of the seven-step workflow is as follows:

- *Step 1: Ordinance* – Addresses two municipal code updates that would occur; Regulatory Ordinance for Cannabis Business Permits, and Zoning Ordinance.
- *Step 2: Procedures & Guidelines* – Proposes formalization of procedures and guidelines and criteria for review as cannabis businesses seek conducting business within the City.
- *Step 3: Lottery* – Establishes proposed lottery system, under which applicants that meet minimum point total would be drawn and placed in order to create an eligibility list.

- *Step 4: Land Use Review/Public Meetings* – Establishes inclusion of land use review as applications are reviewed, as well as seeking community input.
- *Step 5: City Manager Role* – Proposes defining the role of the City Manager.
- *Step 6: City Council Role* – Proposes defining the role of Council.
- *Step 7: Operations* – Proposes additional operations procedures for consideration such as timeframe to exercise permit, background checks, annual review of permits, location or owner changes.

Both the workshop presentation slides, and the seven-step workflow presented during the initial January 6, 2021 workshop were made available to the public after being published in the City's website and social media platforms. Materials were made available so as to further encourage public feedback.

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 estimated between $90,000 to $100,000. No invoice has been received to date.
- 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 more information or to direct staff to return with agenda item to cease efforts relating to cannabis.

ATTACHMENTS:

1. Cannabis Regulatory Ordinance and Related Procedures Workflow

1. Ordinances	2. Procedure & Guidelines	3. Lottery	4. Land Use Review/Public Meeting	5. City Manager Role	6. City Council Role	7. Operations
Step 1	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***	***Step 7***
Two Municipal Code Updates	**Two parts in Step 2:** Procedure & Guidelines and Criteria for Review	All applications that meet the minimum point total will be drawn and placed in order to create an eligibility list	2 Public Meetings; 1 for Retail, 1 for Non-retail	Community Development Director forwards report regarding Public Input to the City Manager	City Manager Recommendations will be considered by City Council for final action	Applicants have one year to exercise their permit, or it will expire (or as determined by the City)
1. Regulatory Ordinance; *Cannabis Business Permit*	**Criteria for review:**	2 lotteries (1. Retail; 2. Non-Retail other)	A. Land Use conformity (Community Development Director)	**City Manager Role: 2 Options (one or the other)**	Neighbors within 300 ft are be notified of the City Council meeting	Background check on employees by City Police Dept. (or other party)
A. Framework for Cannabis Business Permit	A. Business Plan	**Other Option:**	B. CEQA (Community Development Director)	A. City Manager makes recommendations to Council for action.	City Council action is final	Can be suspended if suspended by a State agency or the City
B. Compliance with State Law	B. Labor, Diversity, and Inclusion Plan	1. Retail sales: Lottery	4. Some applications may require entitlements and/or CEQA	B. City Manager reviews Public Meeting comments. City Manager approves or denies permit.		City may issue conditions, measures, or penalties, suspend, or revoke a permit
C. Policies	C. Security Plan	2. Non-Retail Permits: Unlimited	**Public meeting**	Appeal: City Manager action may be appealed to the City Council		Permit must be renewed annually (State of CA permit is renewed annually)
D. Operational Best Practices	D. Safety Plan	Applicants that are not selected will be notified and would have an opportunity to appeal the scoring (not the outcome of the lottery).	Community Input (Solicit public input)			May be transferred with approval from the City Manager; if ownership changes more than 51%, requires City Council approval.
E. Sensitive Users recognized by State regulations: schools, daycares, youth facilities	E. Neighborhood compatibility		A. Planning Commission			If location changes, Council approval required
F. Other potential sensitive uses to consider: A) Homes, B) Parks, C) Library	F. Community Benefits		B. Community Development Director			
2. Zoning Ordinance	Guidelines establish a point system for review of every Cannabis Business Permit; 90% advances to Lottery in Step 3		Neighbors within 300 ft. are notified			
	# of permits will be outlined as part of the Procedure Guideline, as will the number of non-retail permits					
	Procedures & Guidelines:					
	A. City Manager Prepares					
	B. Council approves by Resolution					
	C. Will include forms, applications, & indemnifications					
	D. Cost recovery fees					
	E. Owner must pass background					
	F. Fee to file an appeal					

Item:	B-1
Minutes for:	10/21/2020
Adopted:	01/20/2021

Minutes of the Regular Meeting of the Madera City Council

October 21, 2020 **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. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 983 0966 3421# 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: Meeting was called to order at 6:20 p.m. A Special Meeting was conducted prior to this meeting.

ROLL CALL

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

Absent: None

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, 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, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, and Assistant Engineer Tiffany Ljuba.

INVOCATION: Pastor Lance Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE: Councilmember Gallegos

APPROVAL OF AGENDA

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT

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

Jean Lang urged Council to vote against State Measure 16.

Terry Fung urged Council to vote against State Measure 16.

Pastor Lance Leach stated he is a substitute teacher and urged Council to support getting children back in the classroom.

No further public comments were submitted. Public comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Dept.)

2. Proclamation Recognizing Pedestrian Safety Month and Virtual Walk to School Day

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER HOLLEY, THE CONSENT CALENDAR WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – 8/19/20
Recommendation: Approve the City Council Minutes of August 19, 2020

B-2 Informational Report on Register of Audited Demands for Sept. 26, 2020 to Oct. 9, 2020
Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service Expenditures
Recommendation: No Action Required (Report by Arnoldo Rodriguez)

B-4 Antenna and Equipment Space Lease Renewal at the Madera Municipal Airport
Recommendation: Adopt a Resolution Approving the Antenna and Equipment Space Lease Renewal with the Federal Aviation Administration at the Madera Municipal Airport (Report by Daniel Foss)

RES 20-142 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN ANTENNA AND EQUIPMENT SPACE LEASE RENEWAL WITH THE FEDERAL AVIATION ADMINISTRATION AT THE MADERA MUNICIPAL AIRPORT

B-5 Authority to Accept $16,750.00 from MV Transportation, Inc. as Payment in Full for Damage to City Bus 34
Recommendation: City Council Approve Property Damage Release Agreement with MV Transportation, Inc. (Report by Wendy Silva)

B-6 Amend Fiscal Year 2020/21 Budget for Community Development Block Grant (CDBG) COVID 19 Funding
Recommendation: Adopt a Resolution to Amend the FY 2020/21 Budget for CDBG COVID-19 Funding in the Amount of $536,338 (Report by Ivette Iraheta)

RES 20-143 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, AMENDING THE FY 2020/21 BUDGET FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 FUNDING ALLOCATION

C. PUBLIC HEARINGS: None

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

D-1 Agreement with NBS Consultants for the Preparation of the Water, Sewer, Storm Drainage and Solid Waste Rate Studies
Recommendation: Adopt a Resolution that Approves a Contract with NBS Consultants for Consulting Services to Prepare a Rate Study for the Water, Sewer, Storm Drainage and Solid Waste Utilities (Report by Roger Sanchez)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-1 WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-144 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH NBS FOR THE PREPARATION OF WATER, SEWER, STORM DRAINAGE AND SOLID WASTE RATE STUDIES

D-2 Actions Relating to Varbella Estates II Subdivision (Tract No. 20-S-01):

Recommendation: 1) Adopt Resolution:

a. Approving the Final Map for the Varbella Estates II Subdivision
b. Approving Agreement for the Construction of Improvements for the Varbella Estates II Subdivision (Tract No. 20-S-01)
c. Authorizing Staff to record the Final Map and Agreement for the Construction of Improvements for the Varbella Estates II Subdivision (Tract No. 20-S-01)
d. Accepting the Dedication of Land for Public Use; and

2) Adopt Resolution:

a. Approving Annexation of the Varbella Estates II Subdivision (Tract No. 20-S-01) into Zone of Benefit 39 of City-Wide Landscape Maintenance District; Confirming the Diagram and Assessment for FY 2021/22 and Authorizing the City Clerk to File the Diagram with the Madera County Auditor (Report by Keith Helmuth)

Councilmember Rodriguez recused himself and left the meeting at 7:07 p.m.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-2 WAS APPROVED BY A VOTE OF 6/1. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: COUNCILMEMBER RODRIGUEZ.

RES 20-145 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE VARBELLA ESTATES II SUBDIVISION (TRACT NO. 20-S-01) AND IMPROVEMENT AGREEMENT (AGREEMENT)

RES 20-146 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF VARBELLA ESTATES II SUBDIVISION (TRACT NO. 20-S-01) INTO ZONE OF BENEFIT 39; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 39 FOR FISCAL YEAR (FY) 2021/22 AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

Councilmember Rodriguez returned to the meeting at 7:13 p.m.

D-3 Agreement for Special Counsel Legal Services with Abbott & Kindermann, Inc.

Recommendation: Adopt a Resolution Approving the Agreement for Special Counsel Legal Services with Abbott & Kindermann, Inc. (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-3 WAS APPROVED BY A VOTE OF 5/2. AYES: MAYOR MEDELLIN,

COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, AND ROBINSON. NOES: MAYOR PRO TEM GARCIA AND COUNCILMEMBER HOLLEY. ABSENT: NONE. ABSTAIN: NONE.

RES 20-147 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES BETWEEN THE CITY OF MADERA AND ABBOTT & KINDERMANN, INC

D-4 Purchase of Real Property Located at 103 East Yosemite Avenue (APN: 007-101-011)
Recommendation: 1) Adopt a Resolution

a. Approving the Agreement for Purchase of Real Property Located at 103 East Yosemite Avenue (APN: 007-101-011) for $275,000 plus an Estimated $10,000 for Closing Costs
b. Accepting the Grant Deed
c. Amending the City's 2020/21 Budget to Reflect Expenditures Related to the Property Purchase (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-4 WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY FOR APN: 007-101-011 AND AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADER FISCAL YEAR 2020/2021 BUDGET

D-5 Proposition 68 Program Application for Statewide Park Development and Community Revitalization Program
Recommendation: 1) Adopt a Resolution Approving the Program Application for Statewide Development and Community Revitalization Program for the Sunrise Rotary Park and Sports Complex Project; and

2) Adopt a Resolution Approving the Program Application for Statewide Park Development and Community Revitalization Program for the Olive Avenue Park Project (Report by John Scarborough)

ON MOTION BY COUNCILMEMBER ROBINSON AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-5 WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-149 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

RES 20-150 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

E. ADMINISTRATIVE REPORTS

E-1 Madera County Transportation Commission FY 2020-2021 Unmet Transit Needs Report
Recommendation: Informational Only (Report by Ivette Iraheta)

E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic
Recommendation: Deliberation and Direction Given from Council (Report by Arnoldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Robinson stated he spent four (4) days in Arizona for a wedding and practiced social distancing.

Councilmember Gallegos had nothing to report.

Mayor Pro Tem Garcia had nothing to report.

Councilmember Holley had nothing to report.

Councilmember Rodriguez thanked Eddie Rincon for helping answer some of the questions that residents had regarding their water bill.

Councilmember Montes stated he had a couple of meetings this week. He met with the Youth Leadership Institute. They are still trying to figure out what to do and how to do it. He also met with SWAT (Students Working Against Tobacco). He looks forward to their presentations to Council next year.

Mayor Medellin asked City Manager Arnoldo Rodriguez for a brief update on the Engie program installation of streetlights. Mayor Medellin stated he has gotten great feedback on the installation of those streetlights.

City Manager Arnoldo Rodriguez stated the City purchased 150 solar streetlights and neighborhoods that lacked streetlights were identified. These were some of the older neighborhoods. Many streetlights have been installed. He stated 150 streetlights are not sufficient and staff will probably come back to Council in the future for additional funds.

G. CLOSED SESSION

G-1 Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(4)
One Case: City of Madera v. High Speed Rail Authority

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 8:52 p.m.

Council returned form closed session at 9:25 p.m. with six (6) Councilmembers present. Councilmember Holley was absent from Closed Session.

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

ADJOURNMENT: The meeting was adjourned at 9:25 p.m. Next regular meeting on November 4, 2020.

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: January 20, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for December 26, 2020 to January 8, 2021.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of December 26, 2020 to January 8, 2021 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	28462 - 28503	$1,735,171.30

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$577,155.07
SDI	EDD	$2,433.25
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

January 20, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28462	01/05/2021	PD	PD ADMIN	KER'S GAS & LUBE, INC.	NOVEMBER 2020 PD CAR WASHES	$ 306.50
28463	01/05/2021	PD	PD ADMIN	HARRY D. WILSON INC.	REPLACE REAR BRAKE PADS	$ 1,135.90
28464	01/05/2021	PD	PD ADMIN	TIM J LAW	EMPLOYMENT BACKGROUND	$ 350.00
28465	01/05/2021	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	$ 20,740.50
28466	01/05/2021	PD	PD ADMIN	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	$ 149.43
28467	01/05/2021	ENGINEERING	LTF - STREETS	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	$ 8.62
28467	01/05/2021	ENGINEERING	MEAS K - FIRE	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	$ 6.77
28468	01/05/2021	FLEET	FLEET ACQUISITION	FLEET VEHICLE SOURCE	NEW 2020 HYUNDAI	$ 22,649.75
28469	01/05/2021	PD	PD ADMIN	AT&T	11/20 CALNET 3 SERVICE 9391031578	$ 172.91
28469	01/05/2021	PD	PD ADMIN	AT&T	11/20 CALNET 3 SERVICE 9391031566	$ 164.95
28469	01/05/2021	PD	PD ADMIN	AT&T	03/19 CALNET 3 SVS 9391064552	$ 301.31
28470	01/05/2021	ENGINEERING	WATER CAPITAL	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	$ 15,496.69
28470	01/05/2021	ENGINEERING	SEWER CAPITAL	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	$ 15,607.87
28471	01/05/2021	ENGINEERING	LTF - STREETS	ALERT-O-LITE	SUPPLIES	$ 1,172.77
28471	01/05/2021	PARKS	PARKS	ALERT-O-LITE	K-RAIL WATER FILLED RENTAL	$ 467.64
28472	01/05/2021	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE DECEMBER 2020	$ 98.00
28472	01/05/2021	PARKS	PARKS	AMERICAN BUSINESS MACHINES	TONER	$ 383.13
28473	01/05/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 155.50
28474	01/05/2021	HR	CITY CLERK	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE JANUARY 2021	$ 536.52
28474	01/05/2021	HR	INS/RISK MGT	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE JANUARY 2021	$ 5,098.05
28474	01/05/2021	HR	PAYROLL TRUST	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE JANUARY 2021	$ 212,620.15
28474	01/05/2021	HR	PD ADMIN	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE JANUARY 2021	$ 536.52
28475	01/05/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL JANUARY	$ 183.00
28476	01/05/2021	PD	PD ADMIN	CA DEPARTMENT OF JUSTICE	NOVEMBER 2020 FINGERPRINTING	$ 252.00
28477	01/05/2021	ENGINEERING	MEAS T - ENVIRO	CA SURVEYING AND DRAFTING SUPPLY	GPS SURVEYING SOFTWARE	$ 70.00
28477	01/05/2021	ENGINEERING	STREETS CAPITAL	CA SURVEYING AND DRAFTING SUPPLY	GPS SURVEYING SOFTWARE	$ 70.00
28478	01/05/2021	FINANCE	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 26.44
28478	01/05/2021	FINANCE	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 5.34
28478	01/05/2021	FINANCE	CITY ATTORNEY	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 0.60
28478	01/05/2021	FINANCE	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 87.95
28478	01/05/2021	FINANCE	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 344.28
28478	01/05/2021	FINANCE	COMPUTER MAINT	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 9.86
28478	01/05/2021	FINANCE	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 468.65
28478	01/05/2021	FINANCE	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 225.04
28478	01/05/2021	FINANCE	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 25.27
28478	01/05/2021	FINANCE	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 104.01

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28478	01/05/2021	FINANCE	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 404.69
28478	01/05/2021	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE- CHIEF'S OFFICE	$ 163.01
28478	01/05/2021	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 581.79
28478	01/05/2021	FINANCE	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 154.68
28478	01/05/2021	FINANCE	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 37.89
28478	01/05/2021	FINANCE	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 37.89
28478	01/05/2021	FINANCE	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 61.16
28478	01/05/2021	FINANCE	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 61.16
28478	01/05/2021	FINANCE	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 199.44
28478	01/05/2021	FINANCE	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 131.17
28478	01/05/2021	FINANCE	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 122.32
28478	01/05/2021	FINANCE	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 151.64
28478	01/05/2021	FINANCE	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE DECEMBER 2020	$ 130.03
28479	01/05/2021	HR	AIRPORT OPS	CSJVRMA	3RD QUARTER DEPOSIT	$ 12,892.53
28479	01/05/2021	HR	CENTRAL ADMIN	CSJVRMA	3RD QUARTER DEPOSIT	$ 55,985.37
28479	01/05/2021	HR	FIRE	CSJVRMA	3RD QUARTER DEPOSIT	$ 3,708.81
28479	01/05/2021	HR	FLEET MAINT	CSJVRMA	3RD QUARTER DEPOSIT	$ 4,768.47
28479	01/05/2021	HR	INS/RISK MGT	CSJVRMA	3RD QUARTER DEPOSIT	$ 13,040.00
28479	01/05/2021	HR	INTERMODAL BLDG	CSJVRMA	3RD QUARTER DEPOSIT	$ 353.22
28479	01/05/2021	HR	PARKS	CSJVRMA	3RD QUARTER DEPOSIT	$ 176.61
28479	01/05/2021	HR	PAYROLL TRUST	CSJVRMA	3RD QUARTER DEPOSIT	$ 351,096.00
28479	01/05/2021	HR	PD ADMIN	CSJVRMA	3RD QUARTER DEPOSIT	$ 10,419.99
28479	01/05/2021	HR	STREETS	CSJVRMA	3RD QUARTER DEPOSIT	$ 1,059.66
28479	01/05/2021	HR	SEWER OPS	CSJVRMA	3RD QUARTER DEPOSIT	$ 4,768.47
28479	01/05/2021	HR	SOLID WASTE	CSJVRMA	3RD QUARTER DEPOSIT	$ 3,178.98
28479	01/05/2021	HR	STREET CLEANING	CSJVRMA	3RD QUARTER DEPOSIT	$ 883.05
28479	01/05/2021	HR	WATER OPS	CSJVRMA	3RD QUARTER DEPOSIT	$ 26,138.28
28479	01/05/2021	HR	WWTP	CSJVRMA	3RD QUARTER DEPOSIT	$ 52,276.56
28480	01/05/2021	CITY ADMIN	CITY MANAGER	CNA SURETY	PUBLIC OFFICIAL BOND	$ 3,500.00
28481	01/05/2021	PD	PD ADMIN	COMCAST	12/20 SERVICE 815550032009296	$ 127.50
28482	01/05/2021	PD	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST NOVEMBER 2020	$ 175.00
28483	01/05/2021	WWTP	WWTP	ENVIRONMENTAL RESOURCE ASSOCIATES	PERMIT COMPLIANCE LAB	$ 598.33
28484	01/05/2021	PD	PD ADMIN	EVERBRIDGE,INC.	CONTINUATION OF NIXLE ENGAGE SERVICES	$ 3,978.67
28485	01/05/2021	FINANCE	FINANCE	GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBERSHIP RENEWAL	$ 595.00
28486	01/05/2021	PD	PD ADMIN	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	$ 13.24
28487	01/05/2021	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	VILLAGE D SPECIFIC PLAN EIR	$ 11,253.75
28488	01/05/2021	PD	PD ADMIN	LYNN PEAVEY COMPANY	EVIDENCE BOXES	$ 32.42
28489	01/05/2021	UB - WATER	PD ADMIN	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES OCT 2020	$ 615.50
28490	01/05/2021	PARKS	PARKS	MIDLAND TRACTOR CO,INC.	ENGINE CONTROLLER REPAIRS	$ 2,431.58

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28491	01/05/2021	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	DISPOSAL FEES OCTOBER 2020	$ 364,286.87
28491	01/05/2021	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	DISPOSAL FEES NOVEMBER 2020	$ 363,644.85
28492	01/05/2021	PD	PD ADMIN	OFFICE DEPOT	MISCELLANEOUS DESK SUPPLIES	$ 471.57
28493	01/05/2021	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	12/20 SERVICE 1950349675-4	$ 1,369.90
28494	01/05/2021	PD	PD ADMIN	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	$ 262.94
28494	01/05/2021	PD	SUPP LAW ENF	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	$ 717.44
28495	01/05/2021	UB - WATER	FINANCE	PHOENIX GROUP INFO SYS	OCTOBER CITATIONS	$ 160.14
28495	01/05/2021	UB - WATER	PARKING DIST OPS	PHOENIX GROUP INFO SYS	OCTOBER CITATIONS	$ 125.36
28496	01/05/2021	PLANNING	PLANNING	PROVOST & PRITCHARD CONSULTING	CONSULTING SERVICES FOR PLANNING PROJECTS	$ 18,361.80
28497	01/05/2021	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION BILL JANUARY 2021	$ 177.75
28497	01/05/2021	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION BILL JANUARY 2021	$ 177.75
28498	01/05/2021	ENGINEERING	LTF - STREETS	SIGNMAX	TRAFFIC SIGN -YIELD TO PEDESTRIAN	$ 81.31
28499	01/05/2021	WWTP	WWTP	SYNAGRO WEST, INC.	MISCELLANEOUS SERVICES	$ 8,580.16
28500	01/05/2021	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 304.17
28500	01/05/2021	FINANCE	AQUATICS	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 150.50
28500	01/05/2021	FINANCE	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 1,351.17
28500	01/05/2021	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 67.57
28500	01/05/2021	FINANCE	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 225.00
28500	01/05/2021	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 90.48
28500	01/05/2021	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 709.99
28500	01/05/2021	FINANCE	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 358.74
28500	01/05/2021	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 9,980.32
28500	01/05/2021	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 613.32
28500	01/05/2021	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 317.37
28500	01/05/2021	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 1,515.96
28500	01/05/2021	FINANCE	FAU CMAQ	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 455.83
28500	01/05/2021	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ (2,020.70)
28500	01/05/2021	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 7,820.73
28500	01/05/2021	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 14,439.69
28500	01/05/2021	FINANCE	FLEET MOTOR POOL	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 10.00
28500	01/05/2021	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 6,481.26
28500	01/05/2021	FINANCE	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 1,615.61
28500	01/05/2021	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 362.62
28500	01/05/2021	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 440.00
28500	01/05/2021	FINANCE	INTERMODAL BLDG	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 62.67
28500	01/05/2021	FINANCE	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 620.17
28500	01/05/2021	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 3,669.21
28500	01/05/2021	FINANCE	MEAS T - RTP	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 70.00
28500	01/05/2021	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 4,989.43

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28500	01/05/2021	FINANCE	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 394.22
28500	01/05/2021	FINANCE	PD ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 2,196.01
28500	01/05/2021	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 291.91
28500	01/05/2021	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 6,078.22
28500	01/05/2021	FINANCE	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 690.04
28500	01/05/2021	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 3,877.91
28500	01/05/2021	FINANCE	SPORTS PROGRAMS	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 559.22
28500	01/05/2021	FINANCE	SR CITIZEN	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 91.42
28500	01/05/2021	FINANCE	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 2,436.97
28500	01/05/2021	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 1,465.73
28500	01/05/2021	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 2,563.64
28500	01/05/2021	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 2,006.98
28500	01/05/2021	FINANCE	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 11.36
28500	01/05/2021	FINANCE	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 11.36
28500	01/05/2021	FINANCE	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 358.01
28500	01/05/2021	FINANCE	WATER CONSERV	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 263.29
28500	01/05/2021	FINANCE	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 20,039.66
28500	01/05/2021	FINANCE	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 3,488.24
28500	01/05/2021	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 4,584.59
28500	01/05/2021	FINANCE	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 913.90
28500	01/05/2021	FINANCE	FLEET ACQUISITION	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 1,492.14
28500	01/05/2021	FINANCE	STREETS CAPITAL	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 70.00
28500	01/05/2021	FINANCE	DUI ENFORCEMENT	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 162.46
28500	01/05/2021	FINANCE	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	11/20 CAL-CARD CHARGES	$ 42.41
28501	01/05/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	SEPTEMBER LAWN SERVICE	$ 500.00
28501	01/05/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	OCTOBER LAWN SERVICE	$ 500.00
28501	01/05/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	NOVEMBER LAWN SERVICE	$ 500.00
28502	01/05/2021	PD	MEAS K - PD	WATCHGUARD VIDEO	REAR COVER WIFI CAMERAS	$ 23.82
28503	01/05/2021	PD	PD ADMIN	ZEE MEDICAL SERVICE CO.	SUPPLIES	$ 103.06
				BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL		**$ 1,735,171.30**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

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 an informational monthly update on expenditures for contract City Attorney services, as well as specialized legal representation in various matters of litigation.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City's in-house City Attorney. This report captures October and November 2020 invoices received, as well as the Fiscal Year (FY) 2020/21 tracking of invoices received, through a FY 2020/21 Year-to-Date (YTD) column.

If there is additional information Council desires to see in future iterations of this report, please advise and staff will make the requested changes.

Firm: Madera County District Attorney's Office (Litigation)
Billing Period: October & November 2020

Matter	Charges		
	October 2020	November 2020	FY 2020/21 YTD
Prosecution Services for City of Madera per Agreement	$0.00	$0.00	$0.00

Firm: Colantuono, Highsmith & Whatley, PC (Litigation)
Billing Period: October & November 2020

Matter	Charges	
	October 2020	FY 2020/21 YTD
Pending Litigation	$398.32	$3,805.20
Total	**$398.32**	**$3,805.20**

Firm: Montoy Law Corporation (City Attorney Services and Litigation)
Billing Period: October & November 2020

Matter	Charges		
	October 2020	November 2020	FY 2020/21 YTD
City Attorney Services			
General Legal Review/Advice	$3,031.50	$1,574.50	$12,126.00
City Clerk	$423.00	$446.50	$2,091.50
Attendance at Council Meetings & Advice on Same	$2,843.50	$1,715.50	$14,523.00
City Council Requests for Information/Research	$0.00	$0.00	$0.00
City Manager	$117.50	$376.00	$1,621.50
Review and Advice on Agreements	$4,935.00	$3,431.00	$19,434.50
Public Records Act Matters	$493.50	$376.00	$1,410.00
Real Estate Transactions	$0.00	$0.00	$0.00
Planning	$5,264.00	$4,465.00	$18,870.50
Finance	$329.00	$235.00	$2,773.00
Successor Agency	$0.00	$0.00	$1,034.00
Public Works/Engineering	$2,491.00	$963.50	$9,588.00
Grand Jury	$0.00	$0.00	$0.00
Personnel/Payroll	$0.00	$47.00	$423.00
Municipal Code Enforcement	$0.00	$0.00	$1,198.50
Police Department - General	$0.00	$0.00	$0.00
Ordinances	$3,031.50	$2,021.00	$2,702.50
Discounted Hours	-$(117.50)	-$(470.00)	-$(1,128.00)
Total City Attorney Services	$19,810.50	$15,181.00	$86,668.00
Litigation Services			
Total Litigation Services	$8,035.43	$5,559.50	$52,612.80
Total City Attorney and Litigation Services	**$27,845.93**	**$20,740.50**	**$139,280.80**

Firm: Law Office of Gregory L. Myers (Litigation)
Billing Period: October & November 2020

Matter	Charges		
	October 2020	November 2020	FY 2020/21 YTD
Pending Litigation	$0.00	$0.00	$0.00
Total	**$0.00**	**$0.00**	**$0.00**

Firm: Abbott & Kindermann, Inc.
Billing Period: October 2020

Note: Law firm was recently approved by Council on October 21, 2020 to conduct special counsel legal services concerning the High Speed Raul Authority's Final Supplemental Environmental Impact Report and Environmental Impact Statement for the Central Valley Wye Portion of the Merced to Fresno Section of the California High Speed Rail Project (Final SEIR/EIS) and the SR 152 (North) tor Road 11 Wye.

Matter	Charges	
	October 2020	FY 2020/21 YTD
Legal Services	$7,936.55	$7,936.55
Total	**$7,936.55**	**$7,936.55**

FINANCIAL IMPACT:

For FY 2020/21, expenditures for invoices total $151,022.55. This represents expenditures for specific City Attorney services, as well as specialized legal representation in various matters of litigation. A summary of invoices received to date are summarized per the following table.

Legal Invoices FY 2020/21 YTD	
City Attorney Services	
Montoy Law Corporation	$86,668.00
Litigation Services	
Madera County District Attorney's Office	$0.00
Colantuono, Highsmith & Whatley, PC	$3,805.20
Montoy Law Corporation	$52,612.80
Law Office of Gregory L. Myers	$0.00
Abbott & Kindermann, Inc.	$7,936.55
Litigation Services Total	*$64,354.55*
Total City Attorney and Litigation Services YTD	**$151,022.55**

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, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: B-4

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 an informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The following individuals began employment with the City since our last report:

Table 1: *New Hires*

Name	*Position*	*Department*	*Status**	*Effective Date*
Noy Hong	Assistant Engineer	Engineering	FT	12/21/20

*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*
Silas Varela	Public Safety Dispatcher	Police Officer Trainee	1/4/21

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Anthony Forestiere	Police Officer II	Police	FT	11/30/20
Jimmy Gallegos	Public Works Maintenance Aid	Public Works (Wastewater Treatment Plant)	PT	12/3/20
Victoria Quintero	Public Safety Dispatcher	Police	FT	12/9/20
Juventino Cantu	Public Works Maintenance Worker II	Public Works (Sewer)	FT	12/30/20
Mercedes Evangelista	Administrative Analyst I	Engineering	FT	1/8/21
Jonathan Vasquez	Public Works Maintenance Worker I	Public Works (Facilities)	FT	1/8/21
Anthony Martinez	Police Officer II	Police	FT	1/12/21

*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:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: B-5

SUBJECT:

2020/2021 Community Development Block Grant (CDBG) Action Plan agreements with Subrecipients

RECOMMENDATION:

Adopt Resolutions Approving 2020/2021 CDBG Action Plan Agreements as follows:

1. Community Action Partnership of Madera County for Local Efforts to Address Homelessness ($20,000)
2. City of Madera Parks and Community Services Department for Senior Services ($37,609)
3. Madera Rescue Mission to Provide Services to Homeless Persons ($30,000)
4. Big Brothers and Big Sisters of Central California for the High School Bigs Program ($10,000)
5. Doors of Hope for Building Better Parents ($15,300)
6. Pequeños Empresarios for Early Childhood Mentoring ($10,000)
7. Madera Coalition for Community Justice Youth Leadership Development ($33,850)
8. Habitat for Humanity for Owner-Occupied Residential Rehabilitation ($215,000)
9. City of Madera - Various Census Tract Improvements ($36,755)
10. City of Madera - Sidewalk Improvements Lilly & Vineyard ($97,065)
11. City of Madera - Flashing Stop Signs Lake & Adell ($22,580)
12. City of Madera - ADA Compliant Front Counter at Former RDA Building ($25,000)
13. City of Madera - McNally Park Rehabilitation Project ($196,221)

SUMMARY:

During the July 22, 2020 City Council (Council) meeting, funding allocations were approved for the Community Development Block Grant (CDBG) Annual Action Plan. The use of funds requires the City of Madera (City) to meet goals and requirements established by the U.S. Department of Housing and Urban Development (HUD). One requirement is that local agencies establish

agreements with each subrecipient that it will allocate funds to. The agreement ensures that HUD regulations are communicated to subrecipients and that they agree to carry out the approved activities as proposed.

DISCUSSION:

The City received notification from HUD that the Fiscal Year 2020 allocation for the Office of Community Planning and Development (CPD) formula program, which provides funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special needs was $911,586. The City conducted public hearings to solicit community input, the Block Grant Commission (BGC), and Council on how the use of the funds should be prioritized. Applications addressing priority areas were received, reviewed by the BGC, and taken to Council for consideration and final allocations.

Some of these activities provide services to low- and moderate-income persons within specific areas of the community. These areas have percentages of low- to moderate-income persons equal to or greater than 51 percent of the census tract population. The remaining activities provide services by conducting income testing, or by servicing certain groups presumed by HUD to meet the lower income criteria and presumed benefit. HUD has defined these groups as abused children, battered spouses, elderly persons, persons with disabilities, homeless persons, illiterate persons, and migrant workers. HUD's goal in funding these programs is to improve the quality of life of those that are most vulnerable in our communities.

Through the approval of the resolutions to establish the listed agreements, 2020/2021 recipients can provide their program and project activities. By allowing these agencies an opportunity to implement the services and projects as proposed, City residents benefit from access to services, education, food, communication, parenting support and education, home safety, health improvements and City infrastructure improvements.

Staff recommends that Council approve these agreements to meet HUD's CDBG funding requirement and provide agencies funding to complete projects that will address the priority need areas as identified by City. Addressing those critical areas will improve the well-being of not only those that are directly impacted, but the entire community of the City.

FINANCIAL IMPACT:

There is no impact to the General Fund given that the 2020/2021 Action Plan programs and projects will be funded through a federal grant. City will benefit from $162,206 for administration support for City staff to carryout program activities and requirements.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

- Strategy 332**:** Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts, and after-school programs.
- Strategy 337: Develop programs for Maderans of all ages with an emphasis on youth and senior activities.
- Strategy 314.2: Continue and expand facilities for at-risk youth.
- Strategy 113.3: Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.
- Strategy 121.10: Add facilities and amenities for the public.
- Strategy 126.6: Establish budgets to redevelop existing streets to install sidewalks, curb cuts, streetlights, and landscaping strips.

ALTERNATIVES:

As an alternative, Council may:

1. Deny approval of the Agreements.
2. Direct staff to enter into alternate forms of Agreements.
3. Direct staff to obtain new CDBG proposals.

ATTACHMENTS:

1. Resolution
   Exhibit 1 – CAPMC Agreement
   - Exhibit A – Services Provided
   - Exhibit B – Budget
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements

2. Resolution
   Exhibit 1 – City of Madera Agreement
   - Exhibit A – Services Provided
   - Exhibit B – Budget
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements

3. Resolution
   Exhibit 1 – MRM Agreement
   - Exhibit A – Services Provided
   - Exhibit B – Budget
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements

4. Resolution
   Exhibit 1 – BBBSOCC Agreement
   - Exhibit A – Services Provided
   - Exhibit B – Budget
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements

5. Resolution
   Exhibit 1 – DOH Agreement
   - Exhibit A – Services Provided
   - Exhibit B – Budget
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements

6. Resolution
   Exhibit 1 – PE Agreement
   - Exhibit A – Services Provided
   - Exhibit B – Budget
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements

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

8. Resolution
   Exhibit 1 – HH Agreement
   - Exhibit A – Services Provided
   - Exhibit B – Budget
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements

9. Resolution
   Exhibit 1 – City of Madera Agreement
   - Exhibit A – Services Provided
   - Exhibit B – Budget

- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

10. Resolution

    Exhibit 1 – City of Madera Agreement
    - Exhibit A – Services Provided
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements

11. Resolution

    Exhibit 1 – City of Madera Agreement
    - Exhibit A – Services Provided
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements

12. Resolution

    Exhibit 1 – City of Madera Agreement
    - Exhibit A – Services Provided
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements

13. Resolution

    Exhibit 1 – City of Madera Agreement
    - Exhibit A – Services Provided
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($20,000) WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the Community Action Partnership of Madera County in the amount of $20,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Community Action Partnership of Madera County.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and Community Action Partnership of Madera County, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. 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 (15^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as

Exhibit “B".

The total obligation of the City under this Agreement shall not exceed $20,000 in fiscal year 2020-2021. 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, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for

at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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,

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, 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:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $1,000,000 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.
- **Worker's Compensation** as required by the State of California.

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. 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:
[name & address]

To the Subrecipient:
[name & address)

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

Date: _____

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY:

By: _____
Mattie Mendez, Executive Director

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

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 2019 Homeless Point-In-Time Count results will be used to support how the need was identified. The Count is coordinated by the Fresno Madera Continuum of Care and is conducted by local volunteers. The 2019 Count enumerated 281 unsheltered homeless people and 96 sheltered homeless for a total of 377 people. The homeless problem is a complex problem creating many types of challenges.

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

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

The Community resources available to homeless individuals and families in Madera County are extremely limited. The Madera Rescue Mission offers emergency food and shelter for the homeless. The Victory Outreach Program offers a faith-based transitional program that can serve men. Community Action Partnership of Madera County offers four housing programs that serve men, women, children and domestic violence victims. The Martha Diaz Shelter offers emergency shelter. Victim Services also operates a transitional housing program for victims of domestic violence. The Shunammite Place offers permanent supportive housing for chronically homeless women, men and families. Oakhurst Serenity Village is a permanent supportive housing program for chronically homeless men.

In addition, CAPMC is a member of the Fresno Madera Continuum of Care (FMCoC). The FMCoC is a federally mandated homeless organization that serves as the Continuum of Care for the cities of Fresno, Madera, Clovis and all municipalities within Fresno and Madera Counties. CAPMC's Community Services Program Manager serves on both the Board of Directors and the Executive Committee with the Resident Manager of the Shunammite Place serving as the alternate board member. The FMCoC is comprised of homeless service providers who meet monthly to collaborate, develop and improve on a community-wide systematic approach to addressing the needs of the homeless population.

The CDBG program complements existing services by helping Madera's homeless access services that are available to them in Fresno.

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. The CAPMC staff then communicates information from the local homeless groups such as the Homeless Alliance and the Homeless Connections group. There are at least 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 2021 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 comprehensive services to the homeless. CAPMC has also recently received a contract for $231,000 to provide outreach to the homeless. Outreach funding will be leveraged with the CDBG FMCoC funds.

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 enough donations to prepare over 300 hygiene kits. The FMCoC raised $10,000 of donations that also helped with the cost. In addition, CAPMC raised an additional $2,000.

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

Due to the short turn around on submitting the application and the fact that in-person meetings are limited due to COVID19, CAPMC sent out an email on 5/14/2020 requesting support for this application from the Madera County Homeless Coalition. The results of the email request for support will be shared at the public meeting when the applicants present their proposals.

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 2021 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.

- **CAPMC was eligible to apply for and has received CoC HUD funding to serve an additional 14 individuals at the Shunammite Place for a total of 35 as of November 1, 2020.**
- **CAPMC was eligible to apply for Emergency Solutions Grant (ESG) funding that was awarded to the FMCoC. As a result, CAPMC was awarded an ESG contract on April 28, 2020 for $106,000. The funds must be spent by December 31, 2020. If the program does well, there are provisions in the contract to receive an additional $277,240 in 2021 and another $277,240 in 2022. The funds will allow CAPMC to provide rapid rehousing services, additional street outreach, homeless prevention, and homeless management information services.**
- **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.**
- **Madera receives valuable T&TA from homeless experts on the FMCoC.**

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

- **The project has met its goals every year since 2013. Reports have been submitted timely and all funds have been fully spent.**

- **HUD mandated Homeless Point-In-Time counts were successfully conducted**
- **Requirements of the Hearth 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 Coalition meetings were facilitated to provide communication about homeless issues with Madera's Homeless service providers**

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

The passing of the CARES Act has created a wonderful opportunity to help provide services for the underserved populations. CAPMC intends to capitalize this to enhance services for the homeless. If awarded, CAPMC will leverage the CARES funding with the CDBG funding to help improve Madera's Coordinated Access Homeless System. The increase in funding and services offered will be reported on quarterly progress reports to the City of Madera.

Clients are not directly served with CDBG FMCoC project funding.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.		
2. Indicate the total number of unduplicated 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:

Exhibit B

INCOME SOURCE	AMOUNT
CITY	$20,000
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	20,000

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	$12,577
BENEFITS	0150	$2,999
SERVICES & SUPPLIES		
INSURANCE	0200	$300
COMMUNICATIONS	0250	$95
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	$250
OFFICE RENTAL	0400	$540
EQUIPMENT RENTAL	0450	
UTILITIES	0500	$95
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	$657
TRANSPORTATION	0700	$819
INDIRECT COST		$1,668
TOTAL		$20,000

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

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:

David Dybas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: ddybas@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.

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 Uniform Guidance 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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($37,609) WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks and Community Services Department in the amount of $37,609 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and City of Madera Parks and Community Services Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and City of Madera Parks and Community Services Department, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. 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 (15^{th}) day of the month following the end of each quarter. Allowable expenditures

under this Agreement are specifically established, attached and incorporated by reference as Exhibit “B".

The total obligation of the City under this Agreement shall not exceed $37,609 in fiscal year 2020-2021. 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, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain

all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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. Recipient must comply with all permitting and related insurance requirements from the City.

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. 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:
[name & address]

To the Subrecipient:
[name & address)

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

Date: _____

CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT:

By: _____
John Scarborough, Parks Director

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

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 & 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 – The City of Madera provides a nutritious and balanced meal five days per week throughout the year, excluding holidays at our two senior sites. The Meals on Wheels program delivers 7 nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors.
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 P&CS Department offers.

Explain how your program supplements or complements existing services without duplicating them.
Not applicable.

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

Goal #1: The City will implement new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier lifestyle.

Objective #1: The City will provide regional excursions that expose seniors to art galleries, special cultural events, garden exhibits, farmer's markets, and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.

Objective #2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.

Goal #2: The City will implement new wellness and recreation programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.

Objective #1: The City will provide wellness presentations and programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem.

Objective #2: The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.

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?

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.

Objective #2: The average score on self-reporting surveys for life satisfaction will rise 5% over the grant period.

Objective #3: The average score on self-reporting surveys for wellness 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, social interaction and recreation programming detailed in this grant application.

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

The Fresno Madera Area Agency on Aging (FMAAA) offers grant funding to help offset costs of senior services programs. As of May 15th, 2020, the FMAAA has not committed to Grant funds to provide support for the City's Senior Meal Program for the upcoming year. 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 fundraising? If net fund raising is not increasing, please explain (be specific).
Voluntary donations for the current fiscal year are projected to be approximately $4,500. City staff project $3,000 in fundraising revenues for the upcoming fiscal year. The City's General Fund available to the P&CS 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.

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

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

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
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 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. Our participants describe our 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. Our services are nutritional, educational, and a key factor in Madera's seniors' social interactions.

Discuss your program's/project's past performance (2013 to 2020).
The suite of programs provided to seniors through CDBG resources has consistently met program goals and objectives in the 2013 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 City has always been cognizant of increasing its outreach to help underserved individuals in the community and CDBG resources have been leveraged year-over-year to increase both duplicated and unduplicated program participants.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
New services are highlighted in the 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.	7,350	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	550	
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 +
						20	150	380
GENDER	Female	400						
	Male	150						
FEMALE HEAD OF HOUSEHOLD								

Ethnic Categories*	No.
Hispanic or Latino	400
Not Hispanic or Latino	150
Racial Categories*	
American Indian or Alaska Native	6
Asian	0
Black or African American	30
Native Hawaiian or Other Pacific Islander	2
White	120
Other	

Exhibit B

INCOME SOURCE	AMOUNT	
CITY	$119,118	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (FMAAA pending)	$24,000	
FEDERAL (CDBG)	$37,609	
FUND RAISING	$3,000	
DONATIONS	$2,500	
RESERVE/CONTINGENCY		
OTHER (Provide Source)		
TOTAL INCOME	$186,227	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	100	$123,889
BENEFITS	150	$44,204
SERVICES & SUPPLIES		$5,400
INSURANCE	200	
COMMUNICATIONS	250	$3,500
CONSULTANT SERVICES	300	$5,134
OFFICE EXPENSE	350	$700
OFFICE RENTAL	400	
EQUIPMENT RENTAL	450	
UTILITIES	500	$1,200
TRAVEL (ADMIN.)	550	$200
FOOD SUPPLIES	600	
CONTRACTS	650	
TRANSPORTATION	700	
FUND RAISING	750	$2,000
TOTAL		$186,227

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

NAME OF ORGANIZATION: **Parks & Community Services**
701 East 5th Street
Madera, CA 93638

PROJECT TITLE: **City of Madera Senior Services Program**

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

I. CLIENT INFORMATION:

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

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

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

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:

David Dybas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: ddybas@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.

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 Uniform Guidance 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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($30,000) WITH THE MADERA RESCUE MISSION

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the Madera Rescue Mission in the amount of $30,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Rescue Mission.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA RESCUE MISSION

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and the Madera Rescue Mission, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. 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 following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $30,000 in fiscal year 2020-2021. 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, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State

and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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, 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:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $1,000,000 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.
- **Worker's Compensation** as required by the State of California.

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. 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:
[name & address]

To the Subrecipient:
[name & address)

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: _____

MADERA RESCUE MISSION:

By: _____
Jesse Chavez; Executive Director

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Submittal Options

1) Email to:
ddybas@madera.gov

2) Mail to: (Attn: Grants Department/CDBG Grant Application, 205 W. 4th Street, Madera, CA 93637)

3) Dropoff: Contact the Grants Department directly to schedule a day and time to drop off a hardcopy. ddybas@madera.gov

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

The homeless situation in Madera County is a complicated one. It impacts business, residential areas, health care and social services and remains a controversial topic of conversation within the community. Increased inquiries regarding use of the Missions services indicates that we have more homeless people living in the river and on the street of our town.

a. **The mission provides emergency shelter to 100 men, women and children nightly.**
b. **The mission provides breakfast, lunch and dinner (200 meals daily).**
c. **The mission programs and counsels some 63 individuals throughout the year in our 9-12 Addiction Program.**
d. **The mission provides at no charge, clothes and clothes washing services to the homeless.**

The reality of homelessness is that it has far sweeping ramifications. Very often a warm meal, a shower and good safe nights rest brings hope to a person that may otherwise feel hungry, hurt and hopeless; a combination that often leads to criminal activities that further deepen the problem.

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

Hope House provides limited daily activities for the homeless, Holy Family Table provides breakfast. We also assist the Madera Food Bank distributing food boxes to alleviate the hunger issue within our community.

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

The Madera Rescue Mission although a Christian faith-based organization services all people and faith groups that fall into a need as it relates to emergency housing and or food.

a. **We have emergency housing for women and children (48beds).**

b. **We have emergency housing for men (64 beds).**
c. **A hot well balanced nutritionally sound dinner is served nightly.**
d. **Faith based 9-12-month Addiction Recovery program for both men and women with additional 6 months optional transitional/out-patient after care).**
e. **Work training, and work placement assistance.**
f. **We have five beds available for handicapped people 3 for the men & 2 for the ladies.**
g. **Ongoing counseling and mentorship long after they've graduated or left the program.**

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

a. **By removing 100 homeless men, women, and children from the streets nightly and in so doing, making a safer city for all parties involved.**
b. **By caring for single mothers and children (Shelter, diapers, formula, and counseling).**
c. **By feeding 200 meals and provide healthy food choices.**
d. **By moving some 11 men through our 9-12-month Faith based Addiction Recovery Program annually.**
e. **By moving our program graduates into transitional housing.**
f. **Once transitionally housed our graduates have an opportunity to finish their Grade 12 or GED educational requirements or find gainful employment.**
g. **Once gainfully employed our transitional candidates are assisted and directed to permanent housing or restoration of housing.**
h. **I would be remiss not to mention the changed lives that are touched as God plays a more active role in their recovery.**
i. **Special events activities; the holidays are particularly difficult for the homeless. As such, we make a special effort to brighten the Thanksgiving season for those that may not have much to be thankful for. We do this by preparing and presenting some 100 plus turkey meals, complete with all the fixings. For Christmas, we provided more than 800 turkey meals and give out 996 age specific, wrapped toys for the children last year.**

Which National Objective does your program meet?

Madera Rescue Mission meets National Objective # 1. Our activities benefit homeless, lower income families and children. In addition, we also provide 9-12-month inpatient Addiction Recovery. The mission endeavors to provide a safe place to reside during an emergency scenario. This may come by way of making poor personal decisions that ultimately result in the client needing assistance whether it is by way of shelter/housing, or food. The Mission would also avail itself in a more community centered crisis, providing yet again a safe place during an emergency to re-establish a sense of normalcy to an otherwise chaotic moment by:

- **Safely housing and feeding those that come to the Mission despite the emergency.**
- **Providing a safe haven for recovery from a myriad of addictions.**
- **Counseling and case managing clients towards a better outcome.**

Which measurable objectives does your program meet?

- **All people in need.**
- **The homeless.**
- **Individuals with substance abuse.**

- **Low income families & children.**

The Mission meets the measurable objective of assisting ALL that come to the Mission looking for services, turning NO ONE away provided we are able to help. It may sound somewhat heady to suggest that we have a 100% success rate, but I contend that this statistic is 100% correct, let me explain. Not everyone that comes to the Mission does or completes what we say, or teach in the program, but if we as a believers treat everyone that seeks help with respect and dignity, we will have fulfilled our mandate of loving our neighbor and as such, we will have achieved 100% success.

How will your program meet its goals in one year?
The mission will meet or exceed its goals by providing a higher level of services through improved facilities and improved skills training

a. **Upgraded facilities and improved housing**
b. **Improved nutrition through the selection of healthy eating alternatives**
c. **Additional training**

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
We received a grant from Central California Women's Conference for the amount of $3,000.00. See attach # 2. We also are in the process of applying for FEMA in the amount of $ 24,900 funding for 2020-2021.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
Our income comes from: three major's events: Second Wind 5K run, our annual fundraiser banquet in October, and Thanksgiving & Christmas meal mail campaigns. In addition, we also have 200 donors between local churches, local businesses and single individuals of Madera County that donate food, clothing and support.

Projected Net Income Estimates:

- **Second Wind 5K $ 24,000.**
- **Christmas & Thanksgiving direct mail campaigns $ 25,000**
- **Annual Banquet, at this time we don't know if we will be able to host this event this year, due to the COVID-19.**
- **Rescue Mission Auxiliary (meeting once monthly at local churches) $5,000.**

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
MRM promotes our fundraising activities through radio, television, social media (Facebook), local newspaper, and appearances at local churches and Auxiliary meetings throughout the year

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

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

Discuss your program's/project's successes.
MRM success hinges on people.

1. **People becoming sober.**
2. **People finding permanent housing.**
3. **People feeling safe, no longer hungry.**
4. **Families restored. MRM's success can be found in the 100's of people we serve daily in the abovementioned capacity. MRM's success can be traced to the hope we provide through the love they need. We care for our neighbors.**

Discuss your program's/project's past performance (2013 to 2019).
MRM's pass performance is measured through the successful outcomes mentioned in previous answer.

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 of the difference made where guests spent time with us. We have seen a steady increase in need and foresee much more need in 2020. The COVID-19 event will tax Madera on numerous levels, from food insecurity to housing. Make no mistake we will have no choice, but to stretch in areas we have never experienced before and we will document to the best of our ability the events as they increase, while serving those in need.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	1000	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	300	
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- +
	21	15	13	64	90	48	36	13
GENDER	Female	137						
	Male	163						
FEMALE HEAD	137							

Ethnic Categories*	No.
Hispanic or Latino	164
Not-Hispanic or Latino	136
Racial Categories*	
American Indian or Alaska Native	28
Asian	12
Black or African American	38
Native Hawaiian or Other Pacific Islander	9
White	40
Other	9

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.

Exhibit B

INCOME SOURCE	AMOUNT
CITY	30,00
UNITED WAY	
STATE (AB-109)	278,00
FEDERAL (FEMA)	20,900
SERVICE FEES	
FUND RAISING	77,000
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	See Attach # 1

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES		4,000
INSURANCE	0200	5,000
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	1,000
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	20,000
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		**30,000** Request

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

NAME OF ORGANIZATION: **Madera Rescue Mission**
1305 Clinton Street
Madera, CA 93638

PROJECT TITLE: **Homeless Services Program**

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

I. CLIENT INFORMATION:

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

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

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

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

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

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

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:

David Dybas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: ddybas@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.

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 Uniform Guidance 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.

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).

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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.

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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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($10,000) WITH THE BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the Big Brothers Big Sisters of Central California in the amount of $10,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Big Brothers Big Sisters of Central California.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and Big Brothers Big Sisters of Central California, 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 (15^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $10,000 in fiscal year 2020-2021. 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, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State

and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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, 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:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $1,000,000 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.
- **Worker's Compensation** as required by the State of California.

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:
[name & address]

To the Subrecipient:
[name & address)

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

Date: _____

BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA:

By: _____
Diane Phakonekham, Executive Director

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

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: Activities Benefiting Lower Income Persons/ Households and under the following activities: Public Services. 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 take place bi-weekly 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. BBBSCC leadership believes that serving the youth of Madera is paramount, especially during these unprecedented times In the unlikely case that sponsorship and donations are not enough 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).

The agency leadership 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 that have been previously raised for each county, such as our annual Bowl for Kids' Sake event.

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. Attached is a letter from a parent, Jessica Pacheco, who has 5 children that currently or previously were at some point involved in the program over the last 8 years.

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.

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 (2013 to 2019).

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 most recently the COVID-19 pandemic. However, our team continues to provide match support and resources to the families in our program.

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 100; 50 Bigs and 50 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 unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	100	
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.

Rather than focusing on three elementary school sites, BBBS is opening the program to the entire community of Madera.

*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 +
		50	50					
GENDER	Female	60						
	Male	40						
FEMALE HEAD	90%							

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Big Brothers Big Sisters of Central California do hereby resolve that on May 13, 2020, 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 13, 2020

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 | dphak@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: ddybas@madera.gov

DUE DATE: **May 15, 2020, 5:00 p.m.**

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

Exhibit B

PROPOSED PROGRAM BUDGET

INCOME SOURCE	AMOUNT
CITY	$10,000
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	$15,000
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	$25,000

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	$11,150
BENEFITS	0150	$1,000
SERVICES & SUPPLIES		$9,500
INSURANCE	0200	$1,000
COMMUNICATIONS	0250	$1,250
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	$750
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	$350
FUND RAISING	0750	
TOTAL		$25,000

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2020 to June 30, 2021

NAME OF ORGANIZATION: **Big Brothers Big Sisters of Central California**
4047 N. Fresno Street
Fresno, CA 93726

PROJECT TITLE: **High School Bigs Program**

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

I. CLIENT INFORMATION:

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

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

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

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

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

Exhibit C

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								

7. What outreach was done to reach and serve a broader representation of youth?

8. Provide details and documentation to demonstrate program participants are advancing their education or career development. This is in addition to the number and names of youth attending field trips to colleges.

9. Objectively demonstrate improvement to the program participant's skills because of participating in the program. Provide details and documentation to support a measurable outcome.

10. Provide data and/or explain how you can demonstrate that participation in the program is reducing dropout rates and unexcused absences in school.

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

Exhibit C

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

Exhibit C

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

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

REPORT PREPARED BY: _____

Date: _____

Exhibit C

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.

Exhibit C

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.

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 Uniform Guidance 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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($15,300) WITH THE DOORS OF HOPE

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the Doors of Hope in the amount of $15,300 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Doors of Hope.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND DOORS OF HOPE

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and Doors of Hope, 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 following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $15,300 in fiscal year 2020-2021. 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, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State

and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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, 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:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $1,000,000 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.
- **Worker's Compensation** as required by the State of California.

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. 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:
[name & address]

To the Subrecipient:
[name & address)

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

Date: _____

DOORS OF HOPE:

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

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:

Doors Of Hope continues to serve the families (single parents, married couples and their children) within our community since 2003. Providing services such as: free pregnancy tests, prenatal/child development education, parenting and co-parenting classes (children ages 0-17), anger management and personal growth through peer counseling. Of the 337 clients seen during 2019-2020 program, 154 live at or below the poverty line and are unable to pay for required services or travel outside Madera for services. Three fourths of clients are mandated to participate in classes by Family Court Services Probation/Parole, the others come voluntarily to learn new skills to become better parents. (Source: www.waycool.com)

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

- **Madera Action Committee – offers group classes only, must be referred or have a child in Head Start program. County pays for fees.**
- **First 5Madera County – offers group parenting support and activities to parents with child(s) 0-5 only.**
- **HEALP – offers group classes, participants pay for cost of class.**

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, ending the conflict between parents, "putting children first".**
Services offered include:

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

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.

All clients complete a detail request for services form, showing personal information and his/her need(s) and is followed up with weekly notes and exist form. All information is transferred to online data program for weekly, monthly and annual statistical reporting. See Attachments 1-3

Which National Objective does your program meet? **Public Services**

Doors Of Hope: In helping the parents of the community with the skills to be better parents, strengthening families overall. With new skills, parents have the "tools" to end the cycle of neglect and abuse within the family. After completion of classes several parents have been reunited with child(s), co-parents have learned the skills to communicate, putting the kids first and stop the frequent use of the court system.

Which measurable objectives does your program meet?

Doors Of Hope:

- **Increase in low income families receiving services, especially those mandated by Family Court Services**
- **Clients receiving certificates of completion (showing participation in classes)**

How will your program meet its goals in one year?

Doors Of Hope will reach our goals by providing:

- **Increase hours to schedule to meet the needs of working clients**
- **Additional bilingual staff member two days per week.**

What financial resources, other than City are available for this program? **None at this time.**

Have applications for other funds been submitted? **No**

Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

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).

None, not enough staff or volunteers to plan outside fundraising events beyond Annual Baby Bottle Campaign. (Which was postpone due to Covid-19 closure of churches).

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 did not seek public input. However, the increase in client referrals from local agencies, ie., Family Court Service, lawyer offices, Parole/Probation and others, show the growing need in our community.

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

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

Doors Of Hope makes every effort to serve all that come to the Center. Clients are encouraged to make appointments, but walk-ins 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 2019 include but not limited to:

- **Mandated client who complete required class then voluntarily enroll in another class**
- **44 mandated clients received Certificates of Completion to present to Family Court**
- **Increase in services; Marriage counseling, ACE Classes and Strengthening Families program**
- **Partnered/grantee of Central California Food Bank to distribute diapers to participating clients. Distributed 107,652 diapers from May 2019-March 2020**
- **Serving 402 families with diapers for 494 babies/toddlers 0-5**
- **Total clients served in 2019: 415 New clients: 258 Total class/visits: 2542**

Discuss your program's/project's past performance (2013 to 2019).
Doors Of Hope has only increased in client numbers and services:

Year	# Clients	#Visits/Classes	New Clients	Female	Male
2013	381	1821	254	360	21
2014	427	2026	266	400	22
2015	382	1822	211	329	53
2016	413	2385	247	321	92
2017	468	2873	306	336	132
2018	360	2176	201	265	94
2019	415	2544	257	291	122

New programs added: Co-parenting, Anger Management, Blended Families, Practical Fatherhood, Marriage Counseling, Single Parenting Can Work, Diaper Distribution

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: Every client completes intake and personal history form upon enrolling in for a class. All information and weekly charting is enter into data system. This information can then be retrieved for reports by; name, address, age, gender, service/class provided, weekly attendance and visits, pregnancy test outcomes, demographic, source of referral...etc. This information/report allows us to evaluate needs of clients and if those needs are being met. **See attachments #1-3**

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	650	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	269	
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

Note: Numbers above does not reflect Diaper Distribution. Only regular clients.

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 +
		2	32	47	188			
GENDER	Female	188						
	Male	81						
FEMALE HEAD	57							

Ethnic Categories*	No.
Hispanic or Latino	213
Not-Hispanic or Latino	56
Racial Categories*	
American Indian or Alaska Native	2
Asian	4
Black or African American	12
Native Hawaiian or Other Pacific Islander	3
White	31
Other	4

RESOLUTION/CERTIFICATION:

We, the Board of Directors of **Doors Of Hope Pregnancy Care Center** do hereby resolve that on **5/15**, 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: **May 15, 2020**

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 May 15, 2020
Linda Garner, Executive Director Date

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: **May 15, 2020, 5:00 p.m.**

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

Exhibit B

INCOME SOURCE	AMOUNT
CITY	**$15,300.00**
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING (postponed due to Covid-19 Lost estimated $12 to $14K)	
DONATIONS (estimate)	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES Classroom Materials		**$2,000.00**
INSURANCE	0200	
COMMUNICATIONS Phones, internet	0250	**$1,400.00**
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	**$500.00**
OFFICE RENTAL	0400	**$9,600.00**
EQUIPMENT RENTAL	0450	
UTILITIES	0500	**$1,800.00**
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		**$15,300.00**

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

NAME OF ORGANIZATION: **Doors of Hope**
500 E. Almond Avenue, Suite 5A
Madera, CA 93637

PROJECT TITLE: **Building Better Parents Program**

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

I. CLIENT INFORMATION:

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

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

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

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

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

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

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:

David Dybas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: ddybas@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.

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 Uniform Guidance 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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($10,000) WITH PEQUEÑOS EMPRESARIOS

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the Pequeños Empresarios in the amount of $10,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Pequeños Empresarios.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND PEQUEÑOS EMPRESARIOS

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and Pequeños Empresarios, 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 following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $10,000 in fiscal year 2020-2021. 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, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State

and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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, 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:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $1,000,000 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.
- **Worker's Compensation** as required by the State of California.

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. 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:
[name & address]

To the Subrecipient:
[name & address)

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: _____

PEQUEÑOS EMPRESARIOS:

By: _____
Leonor Hipolito, President of the Board of Directors

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

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 are 16 k through 12 public schools and 1 private school in the madera area (zip code 936371) All of these schools serve underprivileged students that qualify for Title 1 free and reduced meal programs. The community has an overall C rating and the unemployment rate has increased from 4.6% in 2017 to 5.4% in 2019. (homefacts.com/city/california/madera-county/madera.html and ed-data.org/district/Madera/Madera-Unified) and Covid-19 situation in 2020.

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

KidsHealth, childmind.org, unicef,

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.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals =[=]]and objectives. Attach a copy of the program's evaluation documentation.
Children are provided with a questionnaire to analyse their skills. During the course, children receive one on one sessions to measure course progress. through personal testimonials, children are able to validate the impact of the program and describe the impact it has created in their lives. a survey is provided to the children after completing a course to measure its success. (see attachment)

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 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 suport 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).

We have been successful in obtaining a $10,000.00 grant from WellsFargo, $2,400 donation from Armando Jimenes, and a $7,000.00 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.
see attachment.

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 for CDBG funds will be dedicated 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.
Since the program started in 2013 we have 70% of participating families start a new business. 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 (2013 to 2019).
In our seven 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.

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.

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 unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	**100**	
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
		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.	**YES**	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		**NO**

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

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	0	**39**	**11**	0	0	0	0	0
GENDER	Female	**21**						
	Male	**29**						
FEMALE HEAD OF HOUSEHOLD	0							

Ethnic Categories*	No.
Hispanic or Latino	**50**
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.

Provide details about how your Public Service projects will address impacts from the COVID-19 pandemic. How will you address the Shelter-in-Place and Social Distancing requirements? How will your projects meet its projected number of persons served? If needed, how will your budgets be adjusted for eligible expenses?

Begining on April 6, 2020 we began redesigning our workshops and the way in which we connect with the community to reflect the current situation with Covid19. Our goals during the pandemic have been focused primarily in the protection and well being of the children in our community. We are committed to helping create a community that is fiscally, mentally and emotionally stable.

In order to keep our community safe, we have created virtual workshops to replace our in-person workshops. These workshops include finances, available new careers in this digital era, physical health, and personal coaching available for parents and children alike.

Our family will be receiving a first aid kit that includes, globes, mask, sanitizers etc. also a second package, that includes, books, tablet with educational games, pencil, notebooks and all requires tools in order for the children to be able to complete the necessary assignments

We have also kept in contact with the families via telephone and virtual meetings. While guiding our parents to the available resources to help them deal with the current crisis.

RESOLUTION/CERTIFICATION:

We, the Board of Directors of **Pequenos Empresarios** do hereby resolve that on **May 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: **MAY 12, 2020**

AGENCY NAME: **PEQUENOS EMPRESARIOS INC**

ADDRESS: **16905 RD 25 SUITE #103, MADERA, CA 93638**
TELEPHONE: **(559)7184801**
Email Address **FUNDACIONPEQUENOSEMPRESARIOS@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

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: **May 15, 2020, 5:00 p.m.**

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

Exhibit B

CATEGORY	
Rent	2,490.00
Utilities	158.00
Light	240.00
Internet	504.00
Phone	165.00
Total	3,557.00
Workshops	
Total	720.00
Contracts	
Teacher / Trainers	3,523.00
Total	3,523.00
Graduation	
Total	1,500.00
Supplies/Materials	
Total	700.00
All Total	10,000.00

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

NAME OF ORGANIZATION: **Pequeños Empresarios Inc.**
16905 Road 26, Suite 101
Madera, CA 93638

PROJECT TITLE: **Pequeños Empresarios**

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

I. CLIENT INFORMATION:

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

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

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

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

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

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

5. **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								

7. What outreach was done to reach and serve a broader representation of youth?

8. Provide details and documentation to demonstrate program participants are advancing their education or career development. This is in addition to the number and names of youth attending field trips to colleges.

9. Objectively demonstrate improvement to the program participant's skills because of participating in the program. Provide details and documentation to support a measurable outcome.

10. Provide data and/or explain how you can demonstrate that participation in the program is reducing dropout rates and unexcused absences in school.

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:

David Dybas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: ddybas@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.

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 Uniform Guidance 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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($33,850) WITH THE MADERA COALITION FOR COMMUNITY JUSTICE

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the Madera Coalition for Community Justice in the amount of $33,850 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

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 January 21, 2021 by and between the City of Madera ("City") and Madera Coalition for Community Justice, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. 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 following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $33,850 in fiscal year 2020-2021. 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, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State

and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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, 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:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $1,000,000 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.
- **Worker's Compensation** as required by the State of California.

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. 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:
[name & address]

To the Subrecipient:
[name & address)

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

Date: _____

MADERA COALITION FOR COMMUNITY JUSTICE:

By: _____
Lourdes Herrera, Executive Director

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

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.)

Priorities*: Public services – Services to neglected children (at-risk youth)

Economic development – Services that provide job skills

* Priorities align with multiple themes identified in Madera 2025 Action Plan including: involved public, strong workforce, public safety, promoting education and healthy community.

Need (Why project is needed.): Eastside Madera is the home of many low-income, Latino and farmworker families. Most exist on the economic and social margins of the community. Parents of these families lose control of their children when they enter middle school. The latter are offspring of recent immigrants. Many of these youth struggle to adapt to the American culture while retaining some of their rural Mexican identity. The confluence of these forces has wide-ranging consequences on the social life of these youth. Youth hanging out with nothing to do, detached from family influence, unfamiliar with and uncommitted to school, and in fear of the law, gradually become rooted in this negative subculture. It's no surprise that Madera has one of the highest gang affiliation rate per capita, juvenile arrests, felony convictions and incarceration. Madera County also suffers from one of the highest rate of teen pregnancy (3rd highest in the state). Also, the local school district continues to have a high dropout and non-graduation rates.

Research continues to show a direct link between childhood trauma (Adverse Childhood Experiences) and student's academic success, mental, emotional and physical health. We know that our students can not perform well in school while they are sick, and we must be innovative in our strategies of intervention. It's shown that children without support and protection from adults, children who experience toxic stress are at higher risk for health and social problems. Like other innovative youth development programs in the state, we believe the young people

Madera needs more systems of social-emotional support alongside educational development of students in order to meet their day to day needs, reach their career and college potential success, become leaders in their communities and live long and healthy lives. "The Search Institute* identifies 40 measurable assets of young people, including support by parents or other adults, community service, involvement in extracurricular activity, academic goals, skill in making decisions, positive values, a positive view of one's own future, and social skills. In working to encourage young people to develop and rely on their own assets, the most promising programs focus on each young person's abilities while taking into consideration

his/her individual family, social, cultural, and school environment. Such programs focus on developing young people's self- esteem, self-efficacy, and self-worth. The thrust of youth development—also known as life options—programs must be flexible to be able to meet the individual needs and build on the individual assets and strengths of each young participant. By tailoring services to meet the needs and build on the assets of the individual, these programs motivate young people to work toward achieving successful futures.

Proposed program: The project will build on the 2019/20 CDBG funded one. Resilient Madera III is modeled on the successful leadership training initiative championed by ex-President Obama, "My Brother's Keeper." This initiative has since been adopted by communities and organizations to create successful programs such as: Alliance for Boys and Men of Color- supported by The California Endowment, La Cultura Cura- supporting young men and women to become leaders through culturally based practices, United Students- a project of East LA's Inner-City Struggle and Fresno Unified's Men's and Women's Alliance programs. All of these programs aim to help young people who traditionally struggle to graduate high school and go on to college.

The first component of this program seeks to provide a safe and welcoming place to connect, share coping and stress reduction techniques on how to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors. The second goal of this program is to provide students who are less likely to graduate and go on to college, the information and support to be successful in a college or career path and to encourage growth in their self-esteem and facilitation skills, in order to make broad change in Madera. Whether they are focused on bullying on their school campus or advocating for better bus access in their area of town, they are experts in creating solutions to their communities' struggles and are capable of leading holistically supportive and genuine community engagement through circles and forums. There are three primary outcomes for the project: (1) Each session will be made up of 35-40 youth participants, with sessions held weekly. The program will run on a year-round basis, with curriculum cycles coinciding with the spring, summer and fall school schedule. Each curriculum cycle we will be accepting new students but youth are encouraged to stay with our program throughout their high school career. Each youth session will allow the participants to create a safe and connected circle of support with other young people and their adult allies. Throughout the sessions, youth will learn about mindfulness and other techniques to help counteract the effects of Adverse Childhood Experiences, to seek the help they need to succeed, to build self-esteem, efficacy and self-worth, to know what it feels like to be valued, engage in positive decision-making and to be a leader.

The second component will provide an ongoing college-readiness/preparatory assistance. Students will learn about A-G coursework requirements. Seniors will be given a checklist of required filings and deadlines. All youth participants will create a personalized "Individual

Empowerment Plan" to help them track progress and reach their goals. Students can participate at any point in the educational path. Whether they are just starting high school or graduating this year, we will work together to map out their path to college and career. Students will meet with counselors, college representatives and campus students while attending college campus tours (UC Merced, CSUFresno, a private university and UC Berkeley or Stanford). Parents will also be offered opportunities to engage as active participants in fulfilling their student's Individual Empowerment Plan. (There will be one college tour trip planned.)

Third, youth from this program will develop a service learning project that involves environmental science. The exact topic can range from air quality to water safety. Youth will investigate to identify viable community issues, conduct research, gather and analyze date, plan design, implement and evaluate each project. The goals and objectives of the respective project will be determined by the youth team. The task of the youth-lead activities is designed to build team work to develop a community-driven campaign that addresses a local need.

This prong of the program is intended to allow youth to develop a curiosity and interest in the link between community issue(s) and their personal needs. Through a structure course of study and activities they will be more knowledgeable of the community they live in, better understand challenges and have opportunities to fashion a solution. The course components will include: community mapping, definition of environmental justice, use of CalEnviroScreen tool, public hearings (Brown Act & Robert Rules of Order), local government, leadership development. Civic engagement, etc.

The service-learning project will be rooted in real world problems(s) where youth will learn substantive information on environmental education that is presented in an exciting, practical, interactive and hands-on matter, e.g., water contamination, air pollution, pesticide on food, etc. Their inquiries and participation will expose them to science, technology, engineering and math (STEM) and writing assignment will align with California's Common Core, English language arts and/or math. (There be a local and one out-of-town trips planned during the year.)

Staff: There will be two part-time staff, one of each gender. Sumayyah Din – UC Berkeley graduate; 2nd staff to be hired.

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

Given the thousands of youth in the City and the dearth of youth-serving programs, the overwhelming majority simply go unserved. There are a very limited number of youth-serving

services but none in the manner proposed. This project targets at-risk youth first and foremost not top-performing students. Its approach to leadership is geared towards learning by service to community with an environmental justice focus.

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

To the extent practical, this project will supplement what currently exists. There will be no duplication of services.

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

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in the work plan. Important criteria include completion of tasks, attaining recruitment goals and compliance with budget outlay. There are important indicators that will measure successes or failures.

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. These evaluations are to be developed along with the curriculum. Review and updates will be provided by the director to the board monthly.

Evaluations will be regularly reviewed for continued improvvements, if necessary, tweaking both delivery and content for upcoming training to increase program quality and participant learning.

Which National Objective does your program meet? Activities benefiting lower-income persons/households generally and youth specifically; and meeting an urgent community need, i.e., youth services.

Which measurable objectives does your program meet?

1. Raise awareness of local environmental issues in the communities.
2. Learn about and participate in the public process of government decision-making.
3. Preventing youth delinquency and teen pregnancy and inculcating a education oriented and college-going culture among the youth.

How will your program meet its goals in one year?

Program will follow diligently timeline established in the work plan.

Goal 1 – Youth are civically engaged and feel a sense of control over their own actions and their impact on government decision-making.
Goal 2 - Youth are introduced to the environmental science and the green economy as potential college and career pathways.
Goal 3 - Create future leaders in Madera.

In terms of the youth: retention rate of over 60% of participants; increase knowledge confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 60% of members participate in college outreach and preparation; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume roles as mentors and trainers of fellow peers (in the future); and, increased knowledge of current events and local issues. Project shall document the additional service-learning project activities undertaken by youth. Reports will be made available to City upon request.

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.

There are no other funding applications made to other funding sources since none are available locally or regionally that supports this type of activities.

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 through its parent program at Madera Unified School District and work each year facilitating parents and students in their participation in the annual preparation of the district's Local Community Accountability Plan and both have consistently identified youth after-school as a top priority in terms of needed services in the community. Also, a lot of the information was gathered informally and anecdotally by staff and board members in its engagement with the community, local leaders and agency staff.

There are no minutes or notes kept or available.

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? While the ideal group size is 40, program is open to accommodate additional youth if at all possible. Separately, there will be a waiting list. Often, there are some youth that drop out due to conflicts of schedules and/or disinterest. Their spots in the program will be filled by others on the waiting list or later recruited.

Discuss your program's/project's successes.

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

Using level of participation, graduation from program and participants enrollment in college, the program's overall performance has been highly successful. Attendance, retention and college enrollment rates have been consistently over 77%.

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

Madera Resilience 3.0 is unique in its focus of youth leadership development and advocacy. Simply put, if the program is not funded, this type of after-school service to youth will simply not exist.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	1000s	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	35- 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.

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
			35	1-5				
GENDER	Female	25						
	Male	10						
FEMALE HEAD	10							

Ethnic Categories*	No.
Hispanic or Latino	30
Not-Hispanic or Latino	5
Racial Categories*	
American Indian or Alaska Native	
Asian	2
Black or African American	2
Native Hawaiian or Other Pacific Islander	
White	3
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.

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on 4/28, 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. May 14, 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: Raquel Rodriguez
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

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: May 22, 2020, 5:00 p.m.

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

Exhibit B

PROJECT BUDGET

INCOME SOURCE	AMOUNT
CITY	33,850
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (Provide Source)	
TOTAL BUDGET	

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	21,840
BENEFITS	0150	1,310
SERVICES & SUPPLIES		500
INSURANCE	0200	1,200
COMMUNICATIONS	0250	600
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	2,400
EQUIPMENT RENTAL	0450	
UTILITIES	0500	1,200
TRAVEL (ADMIN.)	0550	300
FOOD SUPPLIES	0600	1,500
CONTRACTS	0650	
TRANSPORTATION	0700	3,000
FUND RAISING	0750	
TOTAL		33,850

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

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

PROJECT TITLE: **Resilient Madera**

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

I. CLIENT INFORMATION:

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

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

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

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

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

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

5. **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								

7. What outreach was done to reach and serve a broader representation of youth?

8. Provide details and documentation to demonstrate program participants are advancing their education or career development. This is in addition to the number and names of youth attending field trips to colleges.

9. Objectively demonstrate improvement to the program participant's skills because of participating in the program. Provide details and documentation to support a measurable outcome.

10. Provide data and/or explain how you can demonstrate that participation in the program is reducing dropout rates and unexcused absences in school.

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:

David Dybas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: ddybas@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.

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 Uniform Guidance 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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($215,000) WITH HABITAT FOR HUMANITY

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with Habitat for Humanity in the amount of $215,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Habitat for Humanity.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND HABITAT FOR HUMANITY

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and Habitat for Humanity, 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 (15^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as

Exhibit “B".

The total obligation of the City under this Agreement shall not exceed $215,000 in fiscal year 2020-2021. 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, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for

at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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,

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, 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.
- **Worker's Compensation** as required by the State of California.

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. 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.

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:
[name & address]

To the Subrecipient:
[name & address)

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

Date: _____

HABITAT FOR HUMANITY GREATER FRESNO AREA:

By: _____
Matthew Grundy, Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

A. GENERAL INFORMATION

1. Name of Department/Organization: **Habitat for Humanity Greater Fresno Area**

Address:_ **4991East McKinley Drive, Suite 123, Fresno CA 93727**

Contact Person: **Jerry Zuniga** Phone: **559-237-4102 X117 (office) 559-241-8335 (direct)**

Concurrence:_____ **Matthew Grundy - CEO**
Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment: Offered citywide (or restricted to eligible census tracts, if requested), for all eligible applicants (based upon HUD eligibility guidelines), Habitat for Humanity Greater Fresno Area (HFHGFA) requests funding to continue to provide critical home and accessibility improvements to a minimum of 20 households for Program Year (PY) 2020-2021. Home repairs to eligible households to include:

a) critical repair/replacement of household components that subjects the household to live without basic plumbing, electrical, heating, air conditioning or if left unaddressed can cause catastrophic damage to the home such as faulty roofs

b) accessibility improvements to homes of persons with disabilities to make the home more accessible such as (but not limited to) installation of wheelchair ramps, handrails, ADA toilets, grab bars and accessible showers

c) minor repairs will include minor repairs to correct housing code violations, health and safety that threaten a household's general well-being or safety.

Projects are to be completed by skilled Habitat staff and/or licensed contractors. See Appendix A supplement (part of 6 page allocation) for more information.

2. Need (Explain why project is needed.): Since August of last year, in partnership with the City of Madera, HFHGFA has launched and implemented housing rehabilitation services to eligible owner-occupied households within the city of Madera. Our first approach was providing assistance to an existing list of interested applicants provided by City of Madera staff. Of the list provided to Habitat staff of 104 contacts, only 7 applicants were qualified and provided service. We then reached out to interested residents that contacted us directly in the past 24 months and have concluded or are currently completing service to an additional 5 qualified residents.

While we are on target to reach our goal of 20 homes, we have observed that the current low-income owner-occupied housing element is in far greater disrepair than we had anticipated. The result of the state of the existing housing element required that we invest more per house. Additionally, we have identified homes that require investment for key needs such as

accessibility (removing bathtub and installing walk-in showers) that we will not be able to serve under this current award. We are asking for continued funding and investment into the health and safety of underserved populations (senior, veteran and disabled) so that we may continue to provide these services to Madera residents. See Appendix A supplement (part of 6 page allocation) for more information.

If funded, we currently have 3 applicants that will receive a major accessibility modifications to their bathroom to remove the existing tub and allow for a zero-barrier shower as one of the first projects to receive assistance.

3. Estimated cost of project and source of estimate (if available): $___$215,000_____
Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. Due to the increased investment and identification of homes that have substantial need, we are requesting $215,000 to provide health and safety improvements to a minimum of 20 homes within city of Madera boundaries.

4 Timetable (assuming a start date of July 1, 2020). 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 awarded, HFHGFA assumes contract execution in line with our PY2020-2021, commencing on July 1, 2019. It is understood that the terms of this application are for 12 consecutive months thereafter once the contract is executed.

5. What measurable goals will your program deliver? HFHGFA will deliver high impact health and safety repairs that will primarily benefit vulnerable populations such as seniors, disabled and veterans that are unable to address these repairs on their own. These repairs include repair or replacements for roofs, HVAC systems, water heaters and addressing critical electrical and plumbing needs. With the absence of assistance for many of these repairs, the threat to the well-being of home and persons is greatly increased. Additionally, our goal is to remove the barriers of the home for persons with disabilities and those dealing with reduced mobility. By implementing key accessibility and fall prevention activities, many homeowners will be able to extend the years of independence in their homes…and more importantly, the barriers that these repairs have on quality of life will be removed.

6. What are the project's expected outcomes? How are the outcomes assessed? The outcomes from these repairs can be linked back to symptoms that each individual home, and persons living within, are experiencing. For instance, the symptom of a roof leak is the water intrusion that a homeowner has identified, or the symptom of an accessibility need is the inability to access and exit the home safely. Observing this approach allows us to ensure that each home assessment, and the repair activities listed, has identified a symptom of a problem. As a result, the measurement of an intervention's success (outcome) can be easily tracked by answering if the symptom is present or not upon completion of repair activity.

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. Madera's senior population and individuals with disabilities deserve to live independent lives, and safe and healthy environments begin at the home where residents will spend most of the day. By removing barriers and repairing key systems that affect the health of the home and person, HFHGFA is enabling safe and healthy home environments.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. **How old is the affected structure?** We are proposing interior and exterior repairs to 20 or more homes in city of Madera. While we do not anticipate working on any historical properties, HFHGFA staff will continue to work with Madera staff to receive proper historical preservation clearance before commencing any work that may affect the preservation of historical aspects of the structure. Additionally, all exterior activities that may have historical impact, are designed to be structurally sound and non-permanent. Our railing systems and ramps are all modular and do not require permanent fixture.

b. **Will this project affect an historically significant (or potentially historic) structure?** We do not anticipate this outcome.

2. Archeological:

a. **Will this project involve any ground disturbance?** No

b. **If so, how deep will excavation be and what is the volume of earth to be moved?** N/A

3. Water:

a. **Does this project involve a sewer or water system?** Yes. One key activity listed in our application is to address critical plumbing issues. If a plumbing system (supply or sewer) experiences catastrophic failure, we propose intervention. Should necessary clearance be required prior to engaging these activities, HFHGFA will ensure that these steps are met. We will always work, in partnership with city staff, to ensure all clearances are addressed prior to commencing any work.

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:** 20+ persons residing within 20 households.

b. **Service Area:** Within city of Madera boundaries.

Number of City residents served annually: All activities proposed are to benefit homes that are within Madera only. We are estimating that a minimum of 20 households will be assisted under this award.

Number of persons with disabilities or seniors served: While we would offer these services to all qualified individuals, it is our experience that this program overwhelmingly benefits seniors. We estimate that 90-95% of persons served to be senior and/or have a disability. Based on projects that we have identified and are available to be addressed under 2021 funding, if awarded, HFHGFA anticipates that a minimum of 25

2. **How will the proposed project prevent or eliminate slums or blight?** While funding for these activities do not directly address the elimination of slums or blight, HFHGFA's belief is that we view all neighborhood work in a holistic manner. To complement our home repair program, we will continue to invest in the improvement of Madera neighborhoods through our Acts of Kindness program. For PY2020-2021, HFHGFA committed over $50,000 in investment to bring volunteer community members together to beautify neighborhoods across Madera for over 15 homes.

We will commit an additional $50,000 for program year 2020-2021 to continue these activities which we would hope would be complimented with critical needs of residents through CDBG funding.

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.

1. **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, our work in the community relies on our collaboration with community partners.

Our longstanding commitment to collaboration is currently evident elsewhere with the city of Madera. Last year HFHGFA entered into disposition and development agreement with the city's Successor Agency for the construction of five affordable homes on the corners of Washington and Malone Avenues. $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.

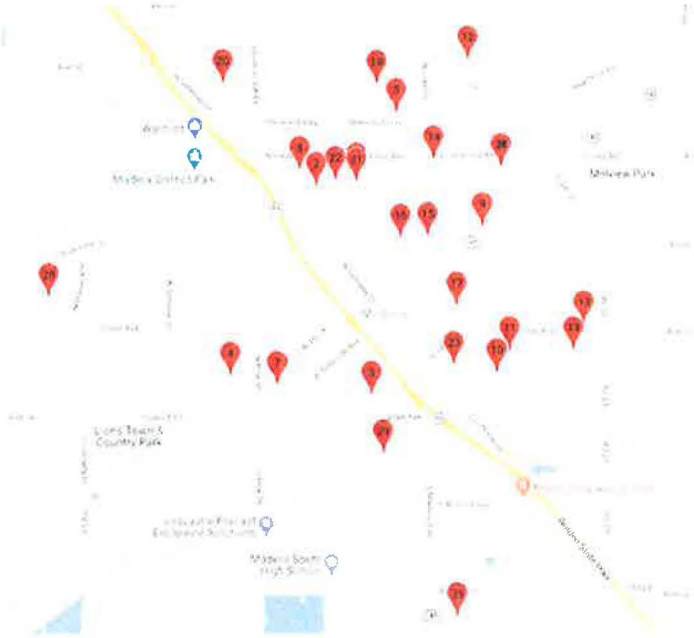
HFHGFA understands that housing is a complex and one of the most impactful investments to the betterment of communities.

F. REFERENCES

Name	Title	Company/Agency	Phone	Email Address
Heidi Crabtree	Housing Program Coordinator	City of Clovis	559-324-2094	heidicr@ci.clovis.ca.us
Yvette Quiroga	Housing Program Manager	County of Fresno	559-600-4292	yquiroga@co.fresno.ca.us
Corrina Nunez	Project Manger	City of Fresno	559-621-8506	Corrina.Nunez@fresno.gov

Appendix A – 2019-2020 Program Highlights

"Appendix A – 2019-2020 Program Highlights" is intended to support Section B, parts 1-2, as to our ability to deliver, and demonstrate the need to continue to fund these services. This appendix is intended to count towards the 6-page allowance for Sections A-F.



Intake

Staff performed intake for nearly 150 applicants, of which 104 were provided to HFHGFA by City of Madera staff. All applicants were contacted and were sent an application, if interested. 86 applicants did not respond to our phone calls, which were conducted a minimum of two times, or did respond and did not mail back the application. Of the remaining applicants, 7 homes qualified for service and have been or currently in process of completing. Nearly 50 applicants were contacted as a result of direct inquiry to HFHGFA prior to the award and we anticipate that we will reach our goal of 20 homes by leveraging these remaining applications.

Direct Service Activities

With the previous funding of $181,500, HFHGFA has (or anticipates) completion of:

- 5 complete roof replacements and 3 roof repairs - Complete
- 3 complete replacement of HVAC systems – 2 of 3 complete
- 1 electrical panel change over – In progress
- 1 water heater replacement – Complete
- 6 minor accessibility modifications (grab bars, railings, etc.) - Complete
- 8 major accessibility modifications (re-engineered entry steps and railing systems) – In progress
- 10+ minor repair activities such as replacement of exterior doors, smoke alarms, repaired/replaced locksets, minor plumbing & electrical, etc. - Complete

Due to COVID-19, we have been unable to perform interior activities since February and were forced to allocate funding toward exterior accessible needs which impacted our ability to perform more repairs.

Appendix E – Marketing & Outreach Plan
If awarded, the program will continue to serve clients that have been qualified and are awaiting service due to insufficient funding. We anticipate that we will have 3-5 applicants in this situation at the end of the current contract. Simultaneously, we will begin a two-phase outreach plan.

Phase I Outreach – HFHGFA has identified our partnership with Fresno-Madera Area Agency on Aging (FMAAA)'s meal program as the first-tier outreach that will allow us to reach Madera's most vulnerable older adult population. This was previously identified as our Phase II Outreach plan for the current award, and we did not have to leverage these resources due to the already existing interest provided by City of Madera and existing inquiries made prior to HFHGFA.

Phase II Outreach – Due to limited funding and our concern of not being able to fund all projects should we perform extensive outreach; we have determined that a Phase II Outreach need would most likely not be needed. However, if we are able to raise additional funding or have not exhausted the funding, we may perform targeted door-to-door outreach which we have performed extensively in Fresno County. We will work with City of Madera staff and councilmembers to better understand the need and potential target areas.

Appendix F – Client Eligibility/Income Verification Plan
To qualify for assistance, homeowners must meet ALL of the following eligibility requirements:

- House must be owner-occupied. For properties with joint ownership, at least one owner must reside at the house full time
- Applicants must provide complete documentation (based on CDBG qualification documents)
- Property cannot be located in a flood zone
- Homeowner must have owned the property for a minimum of one year at the time of application.
- Household income to NOT EXCEED 80% of Area Median Income (AMI).

All income limits are based on current HUD limits for Madera County and can be found here:

Visit https://www.huduser.gov/portal/datasets/il.html to access the current Income Limits.

Income Eligibility / Waitlist
In order to be eligible for assistance, the cumulative adjusted gross household income for all persons occupying a program-assisted unit cannot exceed 80% of area median income as defined by HUD at the time of application. Low- and moderate-income guidelines for this program are defined by HUD and revised annually. Program staff will use the most current income limits to verify eligibility at the time of intake and at the time of assistance. If a household is placed on the waitlist for funding, Program staff may request that the household recertify their income and provide updated household and/or tenant income documentation to ensure that the household is still eligible for funding at the time of assistance. If updated documentation is not provided, HFHGFA reserves the right to reject the application and remove it from the waitlist.

Appendix B - Program/Project Timeline Program Timetables

	Q1	Q2	Q3	Q4
Critical Repair Grants	2	2	3	3
Accessibility/Minor Repair Grants	2	3	3	2
TOTALS	4	6	6	4

If awarded, HFHGFA assumes contract execution in line with our Program Year (PY) 2019-2020, commencing on July 1, 2019. It is understood that the terms of this application is for 12 consecutive months upon execution of contract.

Appendix C – Budget Table
Based on the total funding request of $215,000, HFHGFA proposes the following breakdown of costs:

Staffing Allocations (Service Delivery)

Position	Cost	Staff Allocation	Budget
Administrative/Intake, Outreach, Inspections, Project Management	$43,500	Towards partial allocation of 4 staff	Service Delivery
TOTAL	$43,500		

Other Allocations (Operating Expenses)

Item	Cost	Comment
Operational Costs	$16,500	This amount reserved for operational expenses, such as warehouse where pre-work will occur and rent, phones, and utilities required to delivery services .
TOTAL	$16,500	

Grant Assistance to Beneficiaries (Direct Service)

	Cost Per Program	# Projects
Critical Repair & Accessibility/Minor Repair Grants	$155,000	Minimum 20 projects
TOTAL	$155,000	20 projects

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2020 to June 30, 2021

NAME OF ORGANIZATION: **Habitat for Humanity Greater Fresno Area**
4991 E. McKinley Avenue, Suite 123
Fresno, CA 93727

PROJECT TITLE: **Home Rehabilitation Program**

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

I. CLIENT INFORMATION:

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

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

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

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

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

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH: (Items 5 and 6)

5. **Female Head of Household: _____** 6. **Veteran Yes/No_____**

7. **Disability Yes/No _____** 8. **Elderly Yes/No _____**

9. 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:

David Dybas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: ddybas@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.

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 Uniform Guidance 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. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($36,755) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

WHEREAS, the City Council approves the 2020/21 Community Development Block Grant subrecipient agreement with the City of Madera Engineering Department in the amount of $36,755; and

WHEREAS, a copy of the agreement is attached hereto as Exhibit 1; and

WHEREAS, this resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval; and

WHEREAS, the Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and City of Madera Engineering Department.
3. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA ENGINEERING DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and the City of Madera Engineering Department, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. 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 (15^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as

Exhibit “B".

The total obligation of the City under this Agreement shall not exceed $36,755. 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, 2020 and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for

at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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. Recipient must comply with all permitting and related insurance requirements from the City.

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. 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.

25. 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:
[name & address]

To the Subrecipient:
[name & address)

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.

(Signatures on next page)

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

Date: _____

THE CITY OF MADERA ENGINEERING DEPARTMENT:

By: _____
Keith Helmuth, City Engineer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit 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, Engineering Department

   Address: 428 East Yosemite Avenue, Madera, CA, 93637

   Contact Person: Tiffany Ljuba Phone: (559) 661-5418

   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 sidewalk, access curb ramps and drive approaches. The project includes various locations in the City of Madera within CDBG eligible Census Tracts.

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 quantitative 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 unsafe path of travel for students and residents that walk to school and commercial areas. This project will begin to improve the condition of the 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): **$100,000.00**

CDBG Fund: **$100,000.00**

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

4. Timetable (assuming a start date of July 1, 2020). 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 called 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 and cross 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 needs.

7. What HUD National Objective does your program meet?

The pedestrian and intersection 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 various 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 sidewalks.

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 annually depends on the Census Tract in which each repair is completed.

b. Service Area:

Number of City residents served annually:

The number of City residents served annually depends on the Census Tract in which each repair is completed.

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 the 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 2020/2021 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
Rosalind Cox	Director of Facilities Planning & Construction Management	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

CDBG PROJECT SCHEDULE FOR SIDEWALK REPAIRS AT VARIOUS LOCATIONS WITHIN THE CITY

Item of Work	Date
CDBG Funds Awarded	January 2021
Begin Design of Project	February 2021 - June 2021
Advertise for Construction	August 2021
Award the Project	October 2021
Construction Phase	November 2021 - February 2022
Project Close-Out	June 2022

Exhibit B

SIDEWALK REPAIRS AT VARIOUS LOCATIONS
PRELIMINARY COST ESTIMATE

Item	Description	Unit	Quantity	Unit Price	Total Amount
1	Sidewalk Repairs	LS	1	$ 24,503.33	$ 24,503.33

Construction Total	$	24,503.33
Design 15%	$	4,900.67
Construction Contingencies 15%	$	3,675.50
Construction Management 15%	$	3,675.50
TOTAL	$	36,755.00
CDBG	$	36,755.00

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2020 to December 31, 2021

NAME OF ORGANIZATION: **City of Madera Engineering Department**
428 E. Yosemite Avenue
Madera, CA 93638

PROJECT TITLE: **Census Tracts Improvements**

QUARTER AND YEAR OF REPORT:

I. Describe the current status of activity.

II. Describe activities to be undertaken in the next reporting period.

III. Describe problems and/or delays encountered and course of action taken.

IV. What actions have been taken to ensure all aspects of the project are completed on or before December 31, 2021?

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

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

REPORT PREPARED BY:

Date:

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 Uniform Guidance 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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($97,065) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the City of Madera Engineering Department in the amount of $97,065 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and City of Madera Engineering Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA ENGINEERING DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and the City of Madera Engineering Department, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. 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 (15^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as

Exhibit “B".

The total obligation of the City under this Agreement shall not exceed $97,065. 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, 2020 and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for

at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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. Recipient must comply with all permitting and related insurance requirements from the City.

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. 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.

25. 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:
[name & address]

To the Subrecipient:
[name & address)

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.

(Signatures on next page)

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

Date: _____

THE CITY OF MADERA ENGINEERING DEPARTMENT:

By: _____
Keith Helmuth, City Engineer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

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, Engineering Department

   Address: 428 East Yosemite Avenue, Madera, CA, 93637

   Contact Person: Tiffany Ljuba Phone: (559) 661-5418

   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 construction of pedestrian facilities including sidewalk, access curb ramps and drive approaches. The project is located on the following streets: Lilly Street and Vineyard Avenue. This location is generally southwest and extending to within a ¼ mile of Martin Luther King Jr. Middle School. See the location map in Attachment 1.

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

Various locations throughout the City of Madera, specifically in older developed areas, do not have adequate paths of travel for pedestrians traveling to schools, parks, churches, commercial areas, etc. A recent survey that was conducted throughout the community with the intent to determine what type of public improvements are the most important to the community determined that the highest priority for the community is building sidewalks to provide a safer pedestrian environment.

Lilly Street and Vineyard Avenue, which surrounds Martin Luther King Jr. Middle School and lead up to collector and arterial roads Yosemite Avenue and Clinton Street, do not have sidewalks or access ramps and would be considered a high priority location per the aforementioned survey. The lack of sidewalks and ramps represents a potential unsafe path of travel for the students that attend the school and residents that walk to the commercial areas in Yosemite Avenue and to the park area in Clinton Street. This project will begin to fill in the missing sidewalks along direct routes to the 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): **$225,680.00**
Please see the attached engineer's estimate.

CDBG Fund:	**$97,065.00**
Previously awarded CDBG Fund:	**$103,615.00**
Previously allocated LTF Street Fund:	**$25,000**

Please identify other sources of funds to implement this project. If funds other than CDBG are

proposed, please provide supporting documentation/letters of commitment.

This project has additional funds provided by a local match portion of the Local Transportation Streets Fund (LTF). The fund provided $25,000.

It was stated in the previous grant application for this project that a funding source for the undetermined amount of $97,065.00 would be later identified.

4. Timetable (assuming a start date of July 1, 2020). 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)

The City is currently in the design phase and will move on to right-of-way acquisition and then construction. See project schedule in Attachment 3.

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 called the Vision 2025 Plan.

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

The outcomes include decreasing the probability of pedestrian accidents along these routes. By making sidewalks and ramps available, pedestrians will no longer feel the need to walk in the streets and interact with vehicular traffic which in turn reduces the risk of pedestrian accidents.

7. What HUD National Objective does your program meet?

The pedestrian and intersection improvements meet the following national objectives:

1. **The project is in a low-income area that utilizes the local school.**
2. **The project would positively address blight in the area by constructing sidewalk where dirt and weeds are present.**
3. **The project has a direct need to provide sidewalks for the residents. Pedestrian safety is a priority not just locally but also on a state and national level. The lack of sidewalks put pedestrians in unsafe situations by forcing them to walk on the roads.**

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 as required to construct 4" thick concrete sidewalks.

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 construction of 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 the CDBG qualifying census tract 9. Referring to the 2010 census, the project will positively benefit approximately 9,612 low to moderate income residents in the surrounding area.

b. Service Area:

Number of City residents served annually:

Approximately 9,612 residents in the surrounding area would benefit from construction of sidewalks and ADA facilities.

Number of persons with disabilities or seniors served:

The project would provide sidewalk for numerous seniors and disabled persons in the community. This project would contribute by providing safe access to the schools, commercial areas, local churches and the transit stop in the area.

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 were performed in January and February of 2019 at the following locations:

- **La Esperanza Market – Cleveland & Lake Street**
- **El Toro Loco – D Street**
- **Master Gardeners' Board Meeting**
- **Madera Adult School/ Workforce**
- **Camarena Health with Promotoras**
- **Trinity Lutheran Church**
- **Social Agencies Linking Together (SALT)**
- **Pomona Ranch**
- **Parent Resource Center Assistants at James Madison Elementary**
- **Hull Avenue Church**

The surveys revealed that the highest priority for the community is building and repairing sidewalks to provide a safer pedestrian environment.

2. Note complaints that have been received, etc.

A complaint was received by the City of Madera Engineering Department in 2017 from a resident stating that sidewalks were necessary along Vineyard Avenue from Clinton Street to Yosemite Avenue due to students being forced to walk in the street on their way to school due to muddy dirt areas.

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

See letters of support from the Madera Unified School District and the Successor. Agency in Attachment 4.

Please see the eligible CDBG Census Tract Map in Attachment 5.

Please see Priority Needs for the 2020/2021 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
Rosalind Cox	Director of Facilities Planning & Construction Management	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

Location Map
Pedestrian Facilities at Lilly St & Vineyard Ave



CDBG PROJECT SCHEDULE FOR PEDESTRIAN FACILITIES AT LILLY & VINEYARD

Item of Work	Date
Previous CDBG Funds Awarded	July 2019
Preliminary Design, Environmental Review, & Right-of-Way Research	February 2020 - April 2020
Right-of-way Acquisition & Design	November 2020 - March 2021
Additional CDBG Funds Awarded	January 2021
Advertise for Construction	April 2021
Award the Project	May 2021
Construction Phase	July 2021 - November 2021
Project Close-Out	February 2022

Exhibit B

ENGINEER'S ESTIMATE FOR PEDESTRIAN FACILITIES ON LILLY STREET & VINEYARD AVENUE

PEDESTRIAN FACILITIES ON LILLY STREET & VINEYARD AVENUE
ENGINEER'S ESTIMATE

Item	Description	Unit	Quantity	Unit Price	Total Amount
1	Mobilization, Bonds, Insurance & Permits (not to exceed $10,000)	LS	1	$ 10,000.00	$ 10,000.00
2	Traffic Control, Signage and Detours	LS	1	$ 15,000.00	$ 15,000.00
3	Water Pollution Control Plan(WPCP) & Dust Control Plan	LS	1	$ 3,500.00	$ 3,500.00
4	Clearing & Grubbing, Demolition, Removal & Disposal	LS	1	$ 25,000.00	$ 25,000.00
5	Concrete Sidewalk	SF	7200	$ 8.00	$ 57,600.00
6	Concrete Drive Approach	EA	9	$ 3,000.00	$ 27,000.00
7	Concrete ADA ramp with truncated domes	EA	2	$ 5,000.00	$ 10,000.00
8	6" Concrete Curb & Gutter	LF	100	$ 50.00	$ 5,000.00
9	Asphalt Concrete Type B - 1/2"	TON	15	$ 300.00	$ 4,500.00
10	Adjust, Relocate Existing Irrigation System	LS	1	$ 5,000.00	$ 5,000.00
11	Adjust Utility Boxes to Grade	EA	20	$ 300.00	$ 6,000.00
12	Miscellaneous Facilities and Operations (Not to exceed $5,000)	LS	1	$ 5,000.00	$ 5,000.00

Construction Total	$	173,600.00
Design 10%	$	17,360.00
Construction Contingencies 10%	$	17,360.00
Construction Management 10%	$	17,360.00
TOTAL	$	225,680.00

Previously Awarded CDBG Funds	$	103,615.00
Previously Allocated LTF Streets	$	25,000.00
Additional CDBG Funds Requested	$	97,065.00

Exhibit C

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2020 to June 30, 2022

NAME OF ORGANIZATION: **City of Madera Engineering Department**
205 W. Fourth Street
Madera, CA 93637

PROJECT TITLE: **Lilly Street and Vineyard Avenue Sidewalks**

QUARTER AND YEAR OF REPORT: _____, 20__

I. Describe the current status of activity.

II. Describe activities to be undertaken in the next reporting period.

III. Describe problems and/or delays encountered and course of action taken.

IV. What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2022?

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

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

REPORT PREPARED BY: _____

Date: _____

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 Uniform Guidance 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.

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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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($22,580) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the City of Madera Engineering Department in the amount of $22,580 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and City of Madera Engineering Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA ENGINEERING DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and the City of Madera Engineering Department, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. 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 (15^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as

Exhibit “B".

The total obligation of the City under this Agreement shall not exceed $22,580. 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, 2020 and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for

at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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. Recipient must comply with all permitting and related insurance requirements from the City.

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. 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.

25. 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:
[name & address]

To the Subrecipient:
[name & address)

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.

(Signatures on next page)

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

Date: _____

THE CITY OF MADERA ENGINEERING DEPARTMENT:

By: _____
Keith Helmuth, City Engineer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit 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, Engineering Department

   Address: 428 East Yosemite Avenue, Madera, CA, 93637

   Contact Person: Tiffany Ljuba Phone: (559) 661-5418

   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 installation of flashing stop signs at the intersection of Lake Street and Adell Street. Please see the attached location map.

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

The existing pedestrian facilities at this intersection are used daily by children walking to the school. A determination has been made that additional measures need to be taken to provide a safer route through the intersection by installing higher visibility stop signs such as flashing stop signs.

3. Estimated cost of project and source of estimate (if available): **$22,580.00**
   Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Please see the attached engineer's estimate.

4 Timetable (assuming a start date of July 1, 2020). 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 approval of CDBG funds, the City will begin design in August 2020 followed by construction. The project is expected to meet the period of performance of 1 year. Please see the attached schedule.

5. What measurable goals will your program deliver?

The project will help in furthering our goal of creating safe and accessible paths of travel for pedestrians and students. This goal is also included in a City document called the Vision 2025 Plan.

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

The outcomes include decreasing the probability of pedestrian accidents at this location.

7. What HUD National Objective does your program meet?

The flashing stop signs improvement meets the following National Objective:

1. The project is in a low-income area that utilizes the local school.

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

The proposal supports the action plan by providing residents a safe route to school.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

   a. How old is the affected structure? **N/A**

   b. Will this project affect an historically significant (or potentially historic) structure? **N/A**

2. Archeological:

   a. Will this project involve any ground disturbance? **The project will cause minimal ground disturbance as required to install the flashing stop signs.**

   b. If so, how deep will excavation be and what is the volume of earth to be moved? **N/A**

3. Water:

   a. Does this project involve a sewer or water system? **No existing sewer or water systems will be disturbed as part of this project.**

D. PROGRAM ELIGIBILITY:

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

1. Primarily benefits low and moderate-income persons.
   a. Number of persons served annually:

The project is in the CDBG qualifying Census Tract 6.03. Referring to the 2010 census, the project will possibly benefit approximately 5,653 low to moderate income residents.

   b. Service Area:

Number of City residents served annually: **Approximately 5,653 residents in the surrounding area would benefit from the installation of flashing stop signs.**

Number of persons with disabilities or seniors served: **The project would provide a safe route to school that in some cases may include seniors or persons with disabilities.**

2. How will the proposed project prevent or eliminate slums or blight? **N/A**

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

Over the past few years, the City has worked with the Madera Unified School District (MUSD) in addressing pedestrian safety improvements. It was noted that there was non-compliance occurring on Lake Street with regard to stopping at the stop signs at this intersection. The engineering department determined the installation of flashing stop signs at the proposed location would provide higher visibility of the stop signs and provide a safe route to school for students.

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 2020/2021 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.

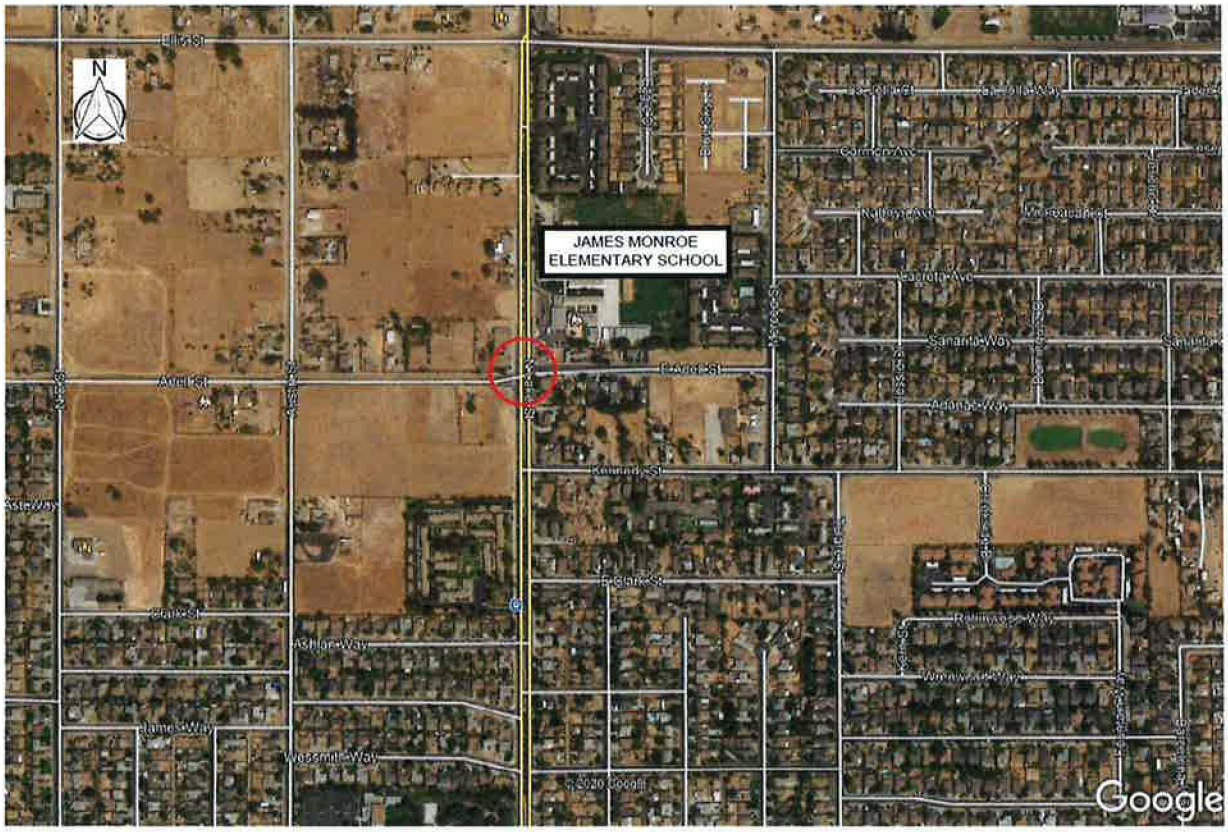
Staff will contact references and obtain "Yes" and "No" responses for the following:

- 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
Rosalind Cox	Director of Facilities Planning & Construction Management	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

Location Map

Flashing Stop Signs at the Intersection of Lake Street and Adell Street



CDBG PROJECT SCHEDULE FOR INSTALLATION OF FLASHING STOP SIGNS AT LAKE STREET AND ADELL STREET

Item of Work	Date
CDBG Funds Awarded	January 2021
Begin Design of Project	February 2021
Advertise for Construction	May 2021
Construction Phase	August 2021
Project Close-Out	December 2021

Exhibit B

ENGINEER'S ESTIMATE FOR INSTALLATION OF FLASHING STOP SIGNS AT LAKE STREET AND ADELL STREET

	A	B	C	D	E	F
1						
2	INSTALLATION OF FLASHING STOP SIGNS AT LAKE STREET AND ADELL STREET					
3						
4						
5	**Item**	**Description**	**Unit of Measure**	**Approx. Quantity**	**Unit Price ($)**	**Total Amount**
6	1	Mobilization, Bonds, Insurance & Permits (not to exceed $1,000)	LS	1	$2,000.00	$2,000.00
7	2	Traffic Control, Signage and Detours	LS	1	$2,000.00	$2,000.00
8	3	Furnish and Install Stop Ahead Sign and Post	EA	4	$400.00	$1,600.00
9	4	Flashing Stop Signs	EA	4	$2,500.00	$10,000.00
10	5	Miscellaneous (Not to Exceed $1,000)	LS	1	$1,000.00	$1,000.00
11					**Bid Items Total**	**$16,600.00**
12					**Construction Contingency 10%**	**$1,660.00**
13					**Construction Management and Inspection 10%**	$1,660.00
14					**PS & E 10%**	$1,660.00
15					**Environmental Study**	$1,000.00
16					**Project Total Cost**	**$22,580.00**
17					**CDBG Funds**	**$22,580.00**

Exhibit C

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2020 to December 31, 2021

NAME OF ORGANIZATION: **City of Madera Engineering Department**
428 E. Yosemite Avenue
Madera, CA 93638

PROJECT TITLE: **Lake & Adell**

QUARTER AND YEAR OF REPORT:

I. Describe the current status of activity.

II. Describe activities to be undertaken in the next reporting period.

III. Describe problems and/or delays encountered and course of action taken.

IV. What actions have been taken to ensure all aspects of the project are completed on or before December 31, 2021?

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

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

REPORT PREPARED BY:

Date:

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 Uniform Guidance 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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($25,000) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the City of Madera Engineering Department in the amount of $25,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and City of Madera Engineering Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA ENGINEERING DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and the City of Madera Engineering Department, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. 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 (15^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as

Exhibit “B".

The total obligation of the City under this Agreement shall not exceed $25,000. 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, 2020 and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for

at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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. Recipient must comply with all permitting and related insurance requirements from the City.

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. 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.

25. 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:
[name & address]

To the Subrecipient:
[name & address)

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.

(Signatures on next page)

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

Date: _____

THE CITY OF MADERA ENGINEERING DEPARTMENT:

By: _____
Keith Helmuth, City Engineer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

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, Engineering Department

   Address: 428 East Yosemite Avenue, Madera, CA 93637

   Contact Person: Tiffany Ljuba Phone: (559) 661-5418

   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 upgrading the existing front counter in the City of Madera's former Redevelopment Agency building for ADA compliance. See the location map in Attachment 1.

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

The City of Madera Building, Planning and Engineering Departments are planned to relocate to the former Redevelopment Agency building. A portion of the Engineering Department has already relocated to the former Redevelopment Agency building in order to implement social distancing requirements in accordance with COVID-19 measures. These departments provide services to the general public which result in many in-person visits to these departments. The existing front counter in the former Redevelopment Agency building is not ADA compliant which can result in the inability to provide equal access to persons with disabilities.

3. Estimated cost of project and source of estimate (if available): **$25,000.00**

CDBG Fund: **$25,000.00**

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

4. Timetable (assuming a start date of July 1, 2020). 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, then move on to construction. The project is expected to meet the period of performance of one year. Please see the attached project schedule.

5. What measurable goals will your program deliver?

This project will help in furthering our goal of providing accessibility to the residents of the City of Madera.

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

The outcomes include increasing accessibility for all persons of the general public with disabilities that visit the City's Building, Planning and Engineering Departments for public services.

7. What HUD National Objective does your program meet?

This project will benefit low- and moderate-income persons as this project will primarily benefit handicapped citizens by providing an accessible front counter.

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

The Vision Plan Madera 2025 Action Plan includes providing ADA compliant City facilities.

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?

N/A

2. Archeological:

a. Will this project involve any ground disturbance?

No. The project will include upgrading the existing front counter.

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 upgrade of the existing front counter.

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:

This project is located within the CDBG qualifying Census Tract 8; however, this project will serve all persons with disabilities within the City of Madera that need to visit the City's Building, Planning and Engineering Departments for public services.

b. Service Area:

Number of City residents served annually:

This project benefits all City residents with disabilities that need to visit the City's Building, Planning and Engineering Departments for public services.

Number of persons with disabilities or seniors served:

This project will serve all persons with disabilities within the City of Madera that need to visit the Building, Planning and Engineering Departments for public services.

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

N/A

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

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. For public improvements, the surveys revealed accessibility is a priority. Though accessibility of sidewalks is specifically noted in the survey results, the accessibility of the front counter for public services provided by the Building, Planning and Engineering Departments is an extension of this need.

2. Note complaints that have been received, etc.

A portion of the Engineering Department relocated to the former Redevelopment Agency building amid the COVID-19 measures, therefore the building has been closed to the public. Therefore, no complaints have been made.

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

Please see Priority Needs for the 2020/2021 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.

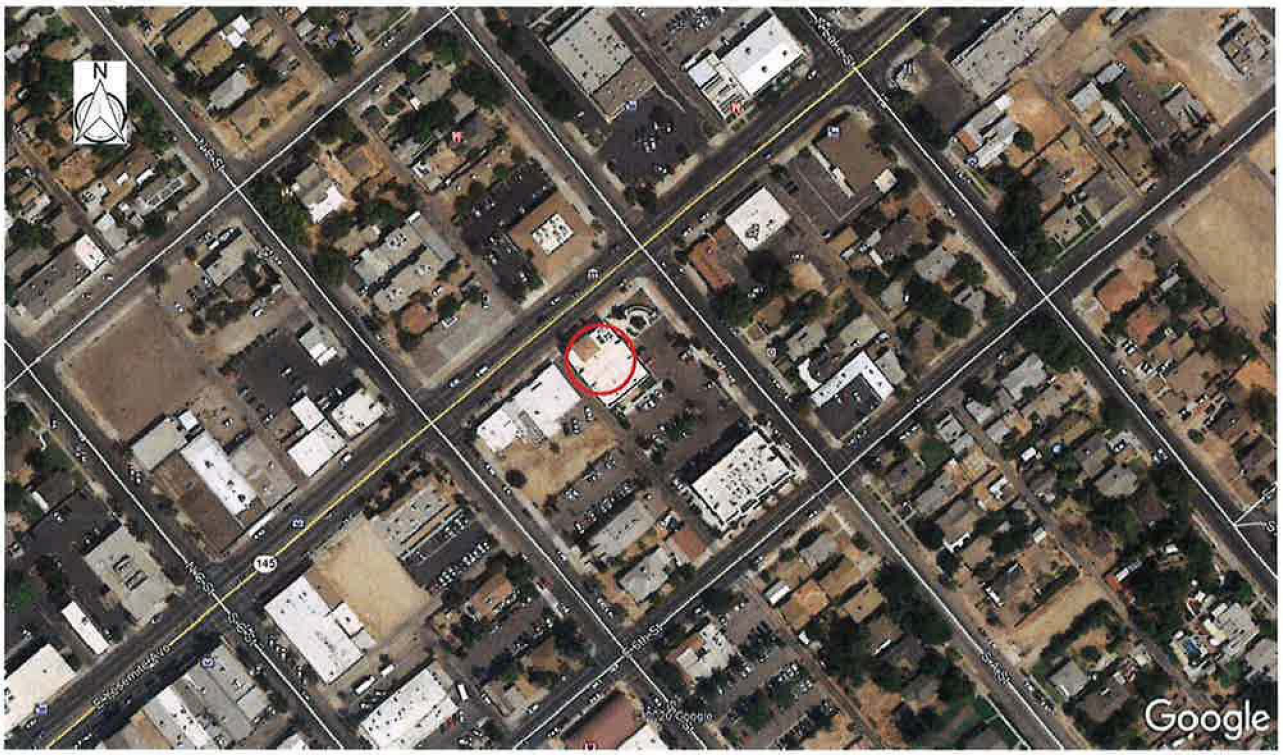
Staff will contact references and obtain "Yes" and "No" responses for the following:

- 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
Rosalind Cox	Director of Facilities Planning & Construction Management	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

Location Map

Former Redevelopment Agency Building Front Counter Upgrade for ADA Compliance



CDBG PROJECT SCHEDULE FOR FORMER RDA BUIDING FRONT COUNTER UPGRADE FOR ADA COMPLIANCE

Item of Work	Date
CDBG Funds Awarded	January 2021
Design	August 2021 - November 2021
Construction	December 2021 - March 2022
Project Close-Out	June 2022

Exhibit B

FORMER RDA BUILDING FRONT COUNTER UPGRADE FOR ADA COMPLIANCE
ENGINEER'S ESTIMATE

Item	Description	Unit	Quantity	Unit Price	Total Amount
1	ADA Front Counter Upgrade	LS	1	$ 16,666.67	$ 16,666.67

Construction Total	$	16,666.67
Design 20%	$	3,333.33
Construction Contingencies 15%	$	2,500.00
Construction Management 15%	$	2,500.00
TOTAL	$	25,000.00
CDBG	$	25,000.00

Exhibit C

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2020 to December 31, 2021

NAME OF ORGANIZATION: **City of Madera Engineering Department**
428 E. Yosemite Avenue
Madera, CA 93638

PROJECT TITLE: **ADA Improvements RDA Building**

QUARTER AND YEAR OF REPORT:

I. Describe the current status of activity.

II. Describe activities to be undertaken in the next reporting period.

III. Describe problems and/or delays encountered and course of action taken.

IV. What actions have been taken to ensure all aspects of the project are completed on or before December 31, 2021?

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

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

REPORT PREPARED BY:

Date:

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 Uniform Guidance 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.

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

	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

Exhibit E

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

Distribution: W-3-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($196,221) WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

WHEREAS, the City Council has considered approval of the 2020/21 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks and Community Services Department in the amount of $196,221 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and City of Madera Parks and Community Services Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2020/21 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of January 21, 2021 by and between the City of Madera ("City") and the City of Madera Parks and Community Services Department, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. 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 following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit “B".

The total obligation of the City under this Agreement shall not exceed $196,221. 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, 2020 and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements

prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. 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 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 "E".

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. Recipient must comply with all permitting and related insurance requirements from the City.

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. 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.

25. 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:
[name & address]

To the Subrecipient:
[name & address)

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.

(Signatures on next page)

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

Date: _____

THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT:

By: _____
John Scarborough, Parks Director

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

A. GENERAL INFORMATION

I. Name of Department/Organization: City of Madera, Parks and Community Services

Address: 701 E. 5th Street, Madera, CA 93638

Contact Person: John Scarborough Phone: (559) 661-5491

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 rehabilitation project at McNally Park generally consists of the replacement of park amenities, such as playground equipment, bike racks, benches, trash receptacles, drinking fountains, basketball rings and nets, and barbeques.

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.

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):
$196,221.30 This estimate was developed by Park Planet Inc. the City's principal playground supplier and installer. Estimate includes demo, removal of site equipment site preparation and installation of new equipment as shown below:

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, 2020). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes.
The project can begin within 60 days of final approval and approval of the Agreement between HUD and the City. The project will be completed by June 30, 2021, provided playground equipment can be manufactured and shipped in a reasonable amount of time.

5. What measurable goals will your program deliver?
The McNally Park Improvement/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.
   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 lower to moderate income person/households.

National Objective #2: Aid in the prevention or elimination of slums or blight.

National Objective #3: Activities designed to meet community development needs having particular urgency.

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

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.
Yes. 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% of households have income levels of less than $50,000.00 per year.

a. Number of persons served annually:
Staff estimates that 45,000 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 .

c. Number of City residents served annually:
Staff estimates that 43,500 of the duplicated users are City of Madera residents.

d. Number of persons with disabilities or seniors served:
Approximately 1,500 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; and the barbeques are rusted through their bottoms.

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 recent 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.

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
   1. Madera County Public Health Department
   J. Madera Unified School District

Please see Priority Needs for the 2020/2021 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:

Exhibit B

INCOME SOURCE	AMOUNT	
CITY		
STATE (SPECIFY)		
FEDERAL- CDBG	$196,221	
TOTAL INCOME	$196,221	
EXPENSES		AMOUNT
EQUIPMENT		$117,281
FREIGHT		$7,145
INSTALLATION		$71,795
TOTAL EXPENSES		$196,221

Exhibit C

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2020 to June 30, 2021

NAME OF ORGANIZATION: **Parks & Community Services**
701 East 5th Street
Madera, CA 93638

PROJECT TITLE: **McNally Park Rehabilitation Project**

QUARTER AND YEAR OF REPORT:

I. Describe the current status of activity.

II. Describe activities to be undertaken in the next reporting period.

III. Describe problems and/or delays encountered and course of action taken.

IV. What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2021?

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

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

REPORT PREPARED BY:

Date:

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 Uniform Guidance 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.

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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

Exhibit E

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

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RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: B-6

SUBJECT:

Amendment to the lease agreement between the City and MV Public Transportation, Inc. concerning internet service and increased rent.

RECOMMENDATION:

Adopt Resolution Approving Amendment No. 1 to Lease Agreement Between the City and MV Public Transportation, Inc.

SUMMARY:

The lease agreement with MV Public Transportation, Inc. (MVPTI) was approved by City Council (Council) on September 2, 2020. Amendment No. 1 will revise Section 2 "Rent" and Section 6 "Communication and Utilities" of the Lease Agreement. The amended rental agreement will result in an increase of $517 per month, bringing the monthly lease amount to $2,164 per month. Section 6 will shift provision of internet to the lessor instead of the lessee.

DISCUSSION:

The original lease agreement stipulated that MVPTI, would be responsible for the installation of internet service at the recently constructed Madera Transit Center in Freedom Industrial Park. However, shortly after MVPTI moved operations from the City Intermodal to the Transit Center (MTC), MVPTI attempted to install internet service. During their efforts, they encountered a major challenge. MVPTI was quoted a construction cost of $66,000 by a vendor, Simplify, for the drilling, channeling, and installment of Fiber Optic internet cabling to the MTC. After such drilling, AT&T could take over 18 months to install new service, and no other service provider could provide the service within a reasonable period, in order to keep transit operations running out of the new MTC, without significant disruption to communications.

MVPTI consulted with the City where staff determined that City's Information Technology Division could install the internet service, in less than two months, at a marginally lower cost than AT&T, and without having to drill to channel fiber option internet cabling. Therefore, it was agreed that City would provide the internet service at the MTC, and the lease would be increased, to reflect the added cost of the service. MVPTI would pay $517 per month to the City for fiber optic service, which would increase the monthly lease rent payment to $2,164.

Some of the benefits are as follows:

- Eliminate the construction cost of $66,000 and other quoted fees given to MVPTI through their vendor Simplify
- Eliminate the need for MVPTI to enter into a long contract with an internet provider
- Allow the City to have Fiber Optic internet connectivity at the MTC within 8 weeks from purchase
- Allow the City to better monitor the security cameras, already installed at the MTC
- Provide full City interoperability to the meeting room at the MTC

FINANCIAL IMPACT:

The negotiated lease requires that MVPTI pay for telephone and communication services and utilities including but not limited to water, sewer, gas, electricity, and solid waste. There is no expense to the City's General Fund. The lease will generate $25,968 for City's Transit Division, based on a rate of $2,164/month. The lease will not impact the General Fund because this activity falls exclusively within the transit budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The lease of the MTC supports the Vision Madera 2025 Plan as follows:

- Strategy 121:
    - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 121.10
    - Add facilities and amenities for the public.
- Strategy 407:
    - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.

ALTERNATIVES:

As an alternative, Council may:

1. Reject the amendment
2. Require MVPTI to be responsible for the provision of internet
3. Renegotiate the cost with MVPTI for the provision of internet service

ATTACHMENTS:

1. Amendment No. 1
2. Resolution

AMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.

This Amendment No. 1 to Lease Agreement between the City of Madera, a municipal corporation of the State of California hereinafter called "Lessor", and MV Public Transportation, Inc. hereinafter called "Lessee" is entered into effective _____, 2021.

RECITALS

WHEREAS, the Lessor and Lessee entered into a Lease Agreement dated September 2, 2020 for the Madera Transit Center; and

WHEREAS, the Parties wish to enter this Amendment No. 1 to the Lease Agreement to the responsibility to revise Section 2 "Rent" and Section 6 "Communication and Utilities" of the Lease Agreement.

AMENDMENT

SECTION 1. Section 2 of the Lease Agreement is amended to read as follows:

2. Rent. Lessee agrees to pay rent to Lessor in the amount of $2,164.00 per month. Payment of rent shall be made 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 Lessee 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.

SECTION 2. Section 6 of the Lease Agreement is amended to read as follows:

6. Communications and Utilities.

(a) The Lessee shall be responsible for securing and paying for telephone and communication services and all utilities including but not limited to water, sewer, gas, electricity, and solid waste.

(b) The Lessor shall be responsible for the installment of Fiber Optic and Internet Services to the Madera Transit Center.

SECTION 3. Except as amended by this Amendment No. 1, all terms and conditions of the Lease Agreement shall continue in full force and effect.

SECTION 4. This Amendment No. 1 shall be effective on February 1, 2021.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment No. 1 to Lease Agreement to be executed as of the date and year first above written.

CITY OF MADERA
a Municipal Corporation

By: _____
Santos Garcia
Mayor

MV PUBLIC TRANSPORTATION, INC.

By: _____

Title: _____

ATTEST:

By: _____
Alicia Gonzales
City Clerk

_____
(Tax Payer I.D. Number)

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy
City Attorney

RESOLUTION 20-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING ADMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.

WHEREAS, the City (Lessor) and MV Public Transportation, Inc. (Lessee) entered into a Lease Agreement dated September 2, 2020 for the Madera Transit Center; and

WHEREAS, the Parties wish to enter this Amendment No. 1 to the Lease Agreement to revise Section 2 "Rent" and Section 6 "Communication and Utilities" of the Lease Agreement.

WHEREAS, the monthly rent will increase by $517 per month to $2,164 per month to account for the cost of the provision of internet service by the Lessor; and

WHEREAS, the Lessor will install Fiber Optic internet service at the Madera Transit Center and make it available to lessee for Madera Metro transit operations.

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 Amendment No. 1 to Lease Agreement between the City of Madera and MV Public Transportation attached hereto as Exhibit A, effective as of February 1, 2021.
3. This resolution is effective immediately upon adoption

***

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

_____
Department Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: B-7

SUBJECT:

Appointment to the City's Block Grant Commission

RECOMMENDATION:

Adopt a Resolution Approving Councilmember Evans's recommendation to appoint DJ Becker to the Block Grant Commission (BGC)

SUMMARY:

Councilmember Evans desires to recommend DJ Becker to the BGC as the District 4 representative.

DISCUSSION:

The BGC meets quarterly. Meetings consist of discussions to evaluate and provide recommendations on the City of Madera's (City) Community Development Block Grant (CDBG) program. This body makes recommendations for the annual CDBG allocation and ensures that they are consistent with the priorities of the U.S. Department of Housing and Urban Development (HUD) and the Council-approved five-year City CDBG Consolidated Plan. Staff and the Chair of the Commission take these recommendations to Council, which ultimately decides on how to distribute the final CDBG allocation each year. To continue to allow for greater community input and oversight of the CDBG allocation process, Council appointments to the Commission are necessary.

The BGC allows for greater community involvement in the operations of the local government. The appointment criteria provide for a representative nominated by each Councilmember and the Mayor. This seven-member body ensures a wider selection of potential candidates. The appointment criteria align with policies of other community advisory bodies and the composition of the Council. The BGC is a discretionary part of the City's CDBG process and HUD neither

requires its formation nor prescribes its policies. The Council is encouraged to be bound by the recommendations, yet the Council may allocate CDBG funds according to its own preferences.

Councilmember Evans recommends DJ Becker to fill a vacancy that currently exists on the BGC. The BGC appointees serve for a period consistent with the Mayor's and Councilmembers' terms. The Mayor and Councilmembers have the option to re-nominate existing BGC appointees.

FINANCIAL IMPACT:

The BGC operates as a volunteer advisory commission and its members do not receive compensation for their services. As a result, the BGC composition will not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The CDBG program has the potential to advance an extensive number of the Vision Plan's objectives and the commission performs a valuable role in the community input process.

ALTERNATIVES:

The City Council may approve the appointment recommendation by Councilmember Evans or may choose to not take action on the resolution.

ATTACHMENTS:

1. Resolution
2. Application from DJ Becker to serve on the BGC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE APPOINTMENT OF DJ BECKER TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – BLOCK GRANT COMMISSION

WHEREAS, the City of Madera established the Community Development Block Grant (CDBG) - Block Grant Commission (BGC) to provide greater public input in the grant allocation process; and

WHEREAS, a vacancy exists in the City of Madera Block Grant Commission; and

WHEREAS, Councilmember Evans nominates DJ Becker as District 4 representative on the CDBG-BGC.

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. DJ Becker is appointed to the City of Madera Block Grant Commission.
3. This resolution is effective immediately upon adoption.

*** * * * ***

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- [x] ADA Advisory Council
- [x] Beautification Committee
- [x] CDBG Review and Advisory Committee
- [ ] Planning Commission
- [ ] Other: _____
- [ ] Airport Advisory Commission
- [ ] Civil Service Commission
- [ ] Loan Review Committee
- [ ] Transit Advisory Board

Please type or print in ink.

Becker, DJ		
LAST NAME	FIRST NAME	M.I.
[redacted]		[redacted]
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		[redacted]
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
[redacted]		
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
4 YEARS ___ MONTHS	[x] YES [ ] NO	[ ] YES [x] NO

EDUCATIONAL BACKGROUND:

Associates degree, univ. of South Carolina
Veteran - USMC
EMT Volunteer (2005)
News reporter - 19 years covering Madera County & City

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

FMAS - 2002 to 2019 Media & Education
Shot Clinic Coordinator 2006-2014
Spay/Neuter outreach 2002 - present

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

Madera ADA Advisory Council 2016 to present
Chair
Block Grant Commissioner 2020 to present

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I believe in serving my community and participation by residents

REFERENCES (Optional):

Kirsten Gross

Chuck Doud

Dino Lawson

12/30/2020
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Gary Conte, Planning Manager

Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: **B-8**

SUBJECT:

Appointment to the City's Planning Commission

RECOMMENDATION:

Adopt a Resolution accepting the recommendation of Mayor Santos Garcia appointing Khubaib Sheikh to fill a current vacancy on the Planning Commission

SUMMARY:

The term of office for Planning Commissioner Ramon Lopez ended December 1, 2020 with the election of Councilmember Santos Garcia to the Mayor of the Council. After consideration, it is the desire of Mayor Garcia to nominate Khubaib Sheikh to serve as his appointment to the Planning Commission. Commissioners serve a term of four years or until the Councilmember or Mayor who nominated the appointment no longer serves the Council seat.

Staff recommends Council adopt a resolution appointing Khubaib Sheikh to the Commission. His appointment term will run through December 1, 2024.

DISCUSSION:

The Commission is comprised of seven members. Commissioners are nominated individually, one by the Mayor and one by each of the six Councilmembers. Appointments to the Commission are for a term of four years or until the Mayor or Councilmember who nominated the Commissioner vacates his/her office, their replacement completes the original term of office.

With the election of Mayor Pro Tem Artemio Villegas to District 6, and after consideration by Council at its January 6, 2021 City Council meeting, Ramon Lopez was re-appointed to the Planning Commission as a recommendation made by Mayor Pro Tem Villegas.

The term of office for Planning Commissioner Richard Broadhead, an appointee of District 4, ended December 1, 2020. Commissioners, whose terms expire, continue to serve until he/she is either reappointed or his/her successor is appointed. It is anticipated that newly elected Councilwoman Anita Evans to District 4 will nominate a Commissioner soon.

With the appointment of Khubaib Sheikh to the Commission, the current appointments to the Commission will be as follows:

Mayor/Councilmember	*Appointee*	*Term of Commission Member Expires*
Mayor Santos Garcia	Khubaib Sheikh	12/01/24
Mayor Pro Tem Artemio Villegas (District 6)	Ramon Lopez	12/01/24
Councilmember Cece Gallegos (District 1)	Bobby Gran, Jr.	12/01/22
Councilmember Jose Rodriguez (District 2)	Rohi Zacharia	12/01/24
Councilmember Steve Montes (District 3)	Alexander Salazar	12/01/22
Councilmember Anita Evans (District 4)	Richard Broadhead	12/01/20
Vacant (District 5)	Ryan Cerioni	12/01/22

FINANCIAL IMPACT:

None as Planning Commission members are not compensated for their service.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although appointments of citizens to the Planning Commission are not specifically addressed in the Vision and its action plans, the purpose of the Commission as a whole addresses components within the Vision Plan and supports the concepts of public participation.

ALTERNATIVES:

Council appointments to the Commission are recommended to the Council by individual appointing Councilmembers, for appointment by the whole of the Council. The Council can affirm or reject the recommended appointee. If rejected, the appointing Councilmember may recommend a different citizen for appointment, to again be affirmed or rejected by the whole of the Council.

ATTACHMENTS:

1. Resolution
2. Application of Khubaib Sheikh

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING SHEIKH KHUBAIB TO THE CITY OF MADERA PLANNING COMMISSION

WHEREAS, the City of Madera received an application from Khubaib Sheikh requesting to be considered as nominee to serve on the City of Madera Planning Commission; and

WHEREAS, Khubaib Sheikh has been nominated by Mayor Santos Garcia to serve on the City of Madera Planning Commission; and

WHEREAS, it is the intention and desire of the City Council to appoint Khubaib Sheikh to the Planning Commission; and

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

1. Khubaib Sheikh is appointed to serve on the City of Madera Planning Commission as a Commissioner for the term provided by law; and

2. The Resolution is effective immediately upon adoption.

******

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

____ ADA Advisory Council	____ Airport Advisory Commission
____ Beautification Committee	____ Civil Service Commission
____ CDBG Review and Advisory Committee	____ Loan Review Committee
X Planning Commission	____ Transit Advisory Board
____ Other:_____	

Please type or print in ink.

SHEIKH	KHUBAIB (Bobby)	
LAST NAME	FIRST NAME	M.I.
[redacted]	MADERA, CA 93637	[redacted]
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
Same as above		
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
State of California department of Correction	Staff Services Analyst	[redacted]
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
22 YEARS 3 MONTHS	X YES ____ NO	____ YES X NO

EDUCATIONAL BACKGROUND:

Some College

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

N/A

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

N/A

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

Would like see this town thriving. would like to permote Great bussiness wellcome like Enviroment in madera city hall, which will be benefical for residents of madera as well as bussiness Community.

REFERENCES (Optional):

12/22/2020
DATE

K. S
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street, Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Roger Sanchez, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: B-9

SUBJECT:

Agreement with MV Cheng & Associates for Interim Procurement Manager Consulting Services

RECOMMENDATION:

Adopt a Resolution approving the agreement for professional services with MV Cheng & Associates for Interim Procurement Manager Consulting Services

SUMMARY:

The City currently has a critical vacancy in its Finance Department, the Procurement Services Manager position. The position has been vacant for several months, and a recent recruitment to fill the vacancy was unsuccessful in finding a suitable and qualified candidate. The City is in need of securing immediate services to help bridge the gap until a full-time staff is hired through the normal recruitment and selection processes required in the City's Personnel Rules and Administrative Policies. Working collaboratively with the City Manager and Human Resources Department, Finance Department staff explored several options for filling the immediate needs, including:

- Contacting multiple consulting firms
- Contacting multiple temporary staffing firms
- Direct contact with individuals who may be interested in part time employment

After reviewing all of the potential options that were generated through the above contacts, staff is recommending the City enter into an agreement with MV Cheng & Associates to provide consulting services in the Procurement Services Manager capacity, which is the action contemplated by this report.

DISCUSSION:

The City's Procurement Services Manager position has been vacant for some time following the transfer of staff to a new position in 2017. Since that time, the position's duties have been assumed by both out-of-class assignments as well as internal staff performing multiple roles. The Director of Financial Services has identified this position as a critical need, and the position was included in the adopted Fiscal Year 2020-21 budget. A Civil Service recruitment was conducted to identify potential candidates and an Eligibility List was certified with two (2) candidates for consideration. Unfortunately, that recruitment process did not result in a candidate that was suitable for the City's needs.

In order to address current organization needs related to purchasing and procurement processes, staff explored multiple options to bring on temporary assistance while a new recruitment is conducted. Multiple consulting firms were contacted and temporary staffing firms were provided an opportunity to offer candidates for consideration. The City also explored the potential for a part time retired annuitant to perform the work on an interim basis. After evaluating these options, staff is recommending the City engage MV Cheng & Associates to provide services to fill the Procurement Services Manager role, until another recruitment process can be completed. It is anticipated that the recruitment process will take several months as this position requires a specialized skill set. MV Cheng & Associates will provide a consultant to provide needed guidance and assistance to conduct necessary purchasing duties and responsibilities. Per the proposed agreement, the individual consultant assigned is subject to the approval of the City Manager. A Professional Services Agreement has been prepared to engage the services of MV Cheng & Associates. The agreement is provided as Exhibit 1 to the proposed resolution.

A formal Request for Proposal (RFP) process was not conducted due to the urgency of securing these services, however all known avenues for obtaining these services were explored. Pursuant to the City's Purchasing Policy, a formal bidding process is not required when, in unusual or extraordinary circumstances, the City Council or the City Manager determines that the best interests of the City would not be served by securing competitive bids or issuing a request for proposal. The City Manager believes the agreement is in the best interests of the City and engagement of a consultant to provide these services is urgent for the continuation of City business. All efforts were made to solicit as many potential candidates and options for consideration as possible.

FINANCIAL IMPACT:

The bill rate for the proposed services is $100 per hour. The City anticipates utilizing these services for a period of 2 to 4 months while a recruitment and hiring process for full time staff is completed. There may be a need for a brief overlap to allow for knowledge transfer; however the agreement and services are intended as a stop gap measure on an interim basis only. Because the vacancy is a full-time position, salary savings exist to pay for the temporary staffing services within the adopted Fiscal Year 2020/21 budget.

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:

Council could direct staff to solicit additional proposals or applications for part time employment.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1 to Resolution: Professional Services Agreement with MV Cheng & Associates

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF MADERA AND MV CHENG & ASSOCIATES

WHEREAS, the City of Madera has a need to secure immediate expert purchasing consulting services due to a vacancy in the Finance Department while attempting to meet critical procurement needs and complete purchasing processes; and

WHEREAS, the City conducted a formal recruitment process which was unsuccessful, sought candidates available immediately through multiple consulting firms and temporary staffing agencies, as well as considered direct-hire part time employees; and

WHEREAS, due to the urgent nature of the City's need to secure competent purchasing consulting services in this capacity, it is not in the best interest of the City to conduct a formal bidding process; and

WHEREAS, after reviewing multiple options, the City Manager has determined that MV Cheng & Associates has the staffing and expertise to provide necessary immediate consulting services in the role of Procurement Services Manager; and

WHEREAS, an agreement has been prepared between the City of Madera and MV Cheng & Associates for professional consulting services that is in the best interests of both parties.

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

1. The above recitals are true and correct.

2. The Agreement for Professional Services between the City and MV Cheng & Associates, a copy of which is attached hereto as Exhibit 1, is approved.

3. This resolution is effective immediately upon adoption.

* *

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into the 20th day of January, 2021, by and between MV Cheng and Associates ("Firm") and the City of Madera ("City").

RECITALS

A. The City has an immediate need for professional purchasing and procurement services due to a vacant position in the City's Finance Department.

B. Firm has the professional competence, experience, and qualifications to provide professional purchasing and procurement services required by City.

C. City desires to retain Firm to provide said services.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Services. The City hereby contracts with Firm to provide services herein set forth at the compensation and upon the terms and conditions herein expressed, and Firm hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Firm to commence work immediately upon approval of this agreement by the City Council at a scheduled meeting of said governing body.

3. Obligations, duties and responsibilities of Firm. It shall be the duty, obligation and responsibility of the Firm, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified in Exhibit A.

4. Compensation. City shall compensate Firm for professional services at the rate of $100 per hour for consulting services.

5. Assignment of Personnel. MV Cheng & Associates will provide a qualified individual to serve as Procurement Services Manager Consultant to the City. Personnel assigned are subject to the approval of the City Manager.

6. Billings and Payments.

6.1 Firm shall submit a billing statement which will include services by Firm provided monthly in arrears, no later than the tenth of the month following the month service was rendered. The billing statement shall be submitted to the City's designee.

6.2 Billings are to be made directly to the following address:

City of Madera

Attn: Roger Sanchez
205 W. 4th Street
Madera, CA 93637

6.3 The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed.

6.4 City shall make payments monthly based on a monthly itemized billing statement for the previous month. City shall make its best effort to process payments promptly and not later than 30 days after receiving Firm's monthly billing statement.

7. Term and Termination.

7.1 This Agreement shall be effective on January 20, 2021, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect unless otherwise terminated earlier by one of the parties. Firm may be contacted following termination of the Agreement for clarification and consultation on matters covered during performance of the scope of services. Any such contact will be billed in accordance with Section 4 of this Agreement.

7.2 City reserves the right to discharge Firm and terminate this Agreement at any time. In the event of such discharge or termination, the City shall compensate Firm for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Firm a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be emailed as follows:

MV Cheng & Associates
Misty Cheng, President & CEO
mcheng@mvchengassociates.com

7.3 Firm may terminate this Agreement at any time by giving the City not less than fifteen (15) days prior written notice. Notices required under this section shall be emailed as follows:

City of Madera
Roger Sanchez, Director of Financial Services
rsanchez@madera.gov

8. Insurance and Indemnification.

8.1 During the term of this Agreement, Firm shall maintain, keep in force, and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit B of this Agreement.

8.2 To the furthest extent allowed by law, Firm shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Firm, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which Firm is otherwise required to maintain under this Agreement.

9. Independent Contractor. In performance of the work, duties and obligations assumed by Firm under this Agreement, it is mutually understood and agreed that Firm, including any and all of Firm's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, Firm and its employees shall have absolutely no right to employment rights and benefits available to City employees. Firm shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Firm shall be solely responsible and hold City harmless from all matters related to payment of Firm's employees, including compliance with social security, withholding, and all other regulations governing such matters.

10. Hiring of Consultant's Associates and/or Subcontractors. City agrees that each of Consultant's associates and/or subcontractors will only be able to obtain a direct contract or professional services agreement with the City, only after the expiration of the contract or professional services agreement with Consultant AND only after 2 years from the expiration date of the contract or professional services agreement with Consultant. City agrees to hire one of Consultant's associates and/or subcontractors as a full time, permanent, fully benefited employee of the City, only after City has performed a recruitment AND the associate and/or subcontractor has billed 960 hours to the City. If City employs Consultant's associates and/or subcontractors through another temporary service or staffing agency, City agrees to pay a fee of 10% of the associate and/or subcontractor's annualized wages based on the hourly rate charged, to Consultant.

11. Compliance with Law. Firm shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference.

12. Miscellaneous.

12.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

12.2 Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

12.3 Required License and Professional Credentials. Firm and personnel providing services shall maintain all licenses and professional credentials necessary for the provision of such services. Firm shall promptly notify City of changes of status or events that might impact the provision of professional services to City.

12.4 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

12.5 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

12.6 Incorporation of Documents. All documents constituting the Agreement documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

12.7 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

12.8 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

12.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

12.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

12.11 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

12.12 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States District Court for the Eastern District of California.

12.13 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

13. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Firm and the City.

MV CHENG & ASSOCIATES

_____
Misty Cheng
President & CEO

Date: _____, 2021

CITY OF MADERA

_____
Santos Garcia, Mayor

Date: _____, 2021

ATTEST

_____
Alicia Gonzales, City Clerk

Date: _____, 2021

EXHIBIT A

SCOPE OF SERVICES

Firm will provide professional purchasing and procurement services to include:

QUALIFICATIONS

1. Coordinating the activities of a variety of purchasing and procurement services including planning and administering centralized purchasing activities.

2. Oversee and perform complex competitive bid procedures, including RFPs, and negotiate purchases.

3. Review and recommend improvements to purchasing procedures; implement new procedures in consultation with the City Manager; establish system controls for procurement systems and develop procedures to improve existing systems.

4. Oversee acquisition of supplies, materials, equipment and non-professional services. Analyze the purchasing and procurement information needs of City programs and develop systems to fulfill those needs; evaluate the effectiveness of current systems and procedures

5. Prepare or supervise the preparation of reports and analyses for the City Manager and departments related to purchasing processes; respond to requests for information and advise City departments, governmental agencies and the public of the City on purchasing and procurement policies, including federal and state guidelines.

6. Ensure compliance with all laws and regulations governing public sector purchases.

7. Provide staff assistance and technical support to assigned program activities and other City departments; conduct organizational and operational service delivery studies; make recommendations to address and resolve identified service delivery issues.

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance Requirements.

Without limiting Firm's indemnification of City, and prior to commencement of Work, Firm shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Sub-consultants 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:

Firm shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products, and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage should 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.

- **Workers' Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Firm shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

- **$1,000,000 Professional Liability (Errors & Omissions)** per claim in the aggregate. Firm shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Firm agrees to maintain continuous coverage through a period of no less than three years after completion of services required by this Agreement.

Maintenance of Coverage.

Firm 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 Firm, its agents, representatives, employees, subcontractors, or sub-consultants as specified in this Agreement.

Proof of Insurance.

Firm shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers.

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

Waiver of Subrogation.

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed too waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Firm, or others providing insurance evidence in compliance with these specifications, to waive their right to recovery prior to a loss. Firm hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its sub-consultants or subcontractors.

Enforcement of Contract Provisions (non estoppel).

Firm acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Firm 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 Firm maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Firm.

Notice of Cancellation.

Firm 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 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 co comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims.

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

Additional Insurance.

Firm shall also procure and maintain, at its own cost an expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: D-1

SUBJECT:

Data management contract for water backflow prevention devices

RECOMMENDATION:

Adopt a Resolution authorizing an online subscription agreement whereby Backflow Solutions, Inc., will perform notification and data management functions on behalf of the City regarding all backflows for three years, with an option to renew for up to two additional one-year renewal terms

SUMMARY:

Backflow Solutions, Inc., ("BSI") would provide notification and data management functions on behalf of the City regarding backflow prevention devices (BPD).

DISCUSSION:

Pursuant to State guidelines, as the local water provider, the City is required to record backflow data which in turn is provided to the State. State regulations outline when a BPD is required and there is an excess of 2,000 in the City. In a nutshell, a BPD is a mechanism that is used to protect the City's water supply from infiltration of contaminates via backflow (e.g. water from travelling back into the drinking water). They are located on primarily on private property and are required to be tested annually by a 3rd party. The City does not inspect BPD; however, the City is required to collect and report data to the state.

In an effort to better serve the community, staff contacted numerous firms that specialize in collecting data. BSI provides the services sought by the City.

If approved, BSI would:

A. Maintain a website where testers can input data and pay the processing fee.
B. Provide up to two notices to water customers that have BDP notifying them that their device is due for testing.
C. Submit data to the state on behalf of the City.

Proposed is a 3-year agreement with BSI where the City would pay an annual $495 subscription fee. This would be the only direct cost incurred by the City. In addition, users would be charged at the time of submission for the certification through BSI. Table 1 provides a summary of fees.

Table 1: *Report Submission Plan*

Year	*Cost per submission to be paid by customer*	*Annual subscription to be paid by City*
1	$12.95	$495
2	$13.95	$495
3	$14.95	$495

Currently, City staff is responsible for collecting data, correspondence, mailings and postage, and follow-up with inattentive customers. As part of the agreement, BSI will absorb the costs to prepare and postage to notify customers. Should a customer continue to be inattentive after the second notice, City staff will follow-up.

FINANCIAL IMPACT:

The annual funding of $495 for this agreement has been set aside in Water Enterprise Fund. Although this is an annual fee, the cost should be more than reciprocated due to not having to mail out over 2,000 notifications and staff time.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

As an alternative, Council may:

1. Request that staff conduct additional research or identify a different vendor.
2. Elect to not enter into the agreement with Backflow Solutions, Inc. and request that staff continue to provide said service.

ATTACHMENTS:

1. Resolution
    a. Exhibit A – Agreement
    b. Exhibit B – Scope of Work

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING AN ONLINE SUBSCRIPTION AGREEMENT WHEREBY BACKFLOW SOLUTIONS, INC. (BSI) WILL PERFORM CERTAIN NOTIFICATION AND DATA MANAGEMENT FUNCTIONS ON BEHALF OF THE CITY

WHEREAS, the City has identified the need to enter into an online subscription agreement whereby BSI will perform certain notification and data management functions; and

WHEREAS, BSI will maintain a secure online database to ensure a functional backflow assembly tracking system along with sending up to two (2) notices to water customers that have assemblies, advising them that their assembly is due for testing; and

WHEREAS, to induce BSI to provide the service contemplated by this Agreement, for each test report submitted to the online data base, BSI will collect the fees $12.95 in year 1; $13.95 in year 2; and $14.95 in year three; and

WHEREAS, the City shall pay BSI the sum of $495.00 per calendar year as the annual "Subscription Fee"; and

WHEREAS, to discontinue services provided by BSI, there will be a required 30-day written notice.

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

1. The above recitals are true and correct.
2. The City Council approves the online subscription agreement with Backflow Solutions, Inc., an Illinois corporation.
3. This resolution is effective immediately upon adoption.

* * * * * * * * * *

Exhibit A

SUBSCRIPTION AGREEMENT

Effective this __20th __ day of __January__, 2021__, Backflow Solutions, Inc., an Illinois corporation ("BSI") and the City of Madera, California (the "City") hereby enter into an online subscription agreement whereby BSI will perform certain notification and data management functions on behalf of the City. The City will provide BSI with the information described hereafter and require that all companies that perform mandated backflow assemblies tests within the City be directed to the BSI website to enter the result of each Backflow Test performed within the City Jurisdiction.

1. **BSI Responsibilities**. In addition to any other responsibilities set forth elsewhere in this agreement, BSI shall, through the use of its proprietary software, BSI Online.

   a. Maintain the secure Online Database to ensure a functional backflow assembly tracking system that is easy to understand and use by licensed testers. BSI shall also maintain an internet website where testers shall input all data related to Backflow Tests, they conduct within the water authorities' jurisdiction.

   b. Send up to two (2) notices to water customers that have Assemblies, advising them that their Assembly is due for testing. The "Test Due Notice" shall be mailed approximately 30 days prior to the scheduled test date. The second notice (the "Overdue Notice") shall be sent after the Test Date has passed if Backflow Test results have not been entered to the Online Data Base. The Overdue Notice will advise the water customer of its delinquent test status. BSI shall immediately transmit an electronic copy of each Test Report to the Municipality. To facilitate the testing procedure, the Test Due Notice will include the identity of the water customer's last Tester of record, together with all relevant contact information, provided that information is available to BSI. At the time, the Test Due Notice is mailed to the water customer, BSI will also transmit a notice to the last Tester of record advising that Tester that the water customer's assembly is due to be tested. The Tester Notification is designed to increase test compliance, thereby reducing enforcement costs incurred by the City.

   c. Provide the Scope of Services set forth in Attachment A to this Agreement.

2. **Contract Term:** The Initial Term of this Agreement shall be one year commencing on __1st __ day of __February _, 2021 ("Effective Date") and ending _1st day _ of _March_, 2024. At its sole option, City may renew this Agreement for up to two additional one-year Renewal Terms upon the same pricing terms described herein by giving written notice of City's election to exercise any renewal option to Contractor not less than thirty days prior to the expiration of the Initial Term or any Renewal Term.

3. **Inducement**. The City acknowledges and agrees that in order to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the Online Data Base the Data Entry Charge of $12.95 per report shall be paid by the tester prior to uploading the test data to the Online Data Base for the initial.

   i. Year 2: The per report submission shall be $13.95

   ii. Year 3: The per report submission increases to $14.95

4. **Cost**. Municipality shall pay BSI the sum of $495.00 per calendar year as the annual "Subscription Fee".

5. **Termination**. If you wish to discontinue services provided by BSI, we require 30 days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BACKFLOW SOLUTIONS, INC.,
An Illinois corporation

By: _____

Name: Melissa Joyce

_____

Title: Director of Sales
Address:
12609 South Laramie Ave
Alsip, Illinois 60803

City of Madera
a body politic and corporate

By: _____

Name: Santos Garcia

Title: Mayor
Address:
205 W 4th st.
Madera, CA, 93637

ATTEST:

By: _____

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____

Hilda Cantu Montoy, City Attorney

Scope of Service

Notifications - BSI sends up to 2 customizable letters through the United States Postal Service from our office on behalf of the Water Purveyors, furnished with an approved logo but our return address. The timing and wording of the letters can be customized but a standard schedule is utilized of a 30 day notice and a past due notice.

Charlotte Harbor Water Association
Cross-Connection Control Program
PO Box 246
Worth, IL 60482

Liberty Cafe
C/O John Smith
3217 Center St
Punta Gorda, FL 12345

Your Customer Confirmation Number (CCN) is: **0X00-X0XX**

Use this # to see when your reports have been submitted at www.bsionlinetracking.com/customer

April 15, 2020

RE: Backflow Assembly Test Due at 3217 Center St, Punta Gorda, FL 12345

Dear Water Customer,

The State of Florida requires backflow prevention assemblies be installed on all hazardous cross-connections to help keep our water supply safe. These assemblies must be tested and certified every year to ensure that they are working properly. Charlotte Harbor Water Association has partnered with BSI Online to assist in administering the backflow program in your community. Our records show the following backflow assembly(s) at your property, which are due to be tested by **May 15, 2020**.

Size	Manufacturer	Model	Serial Number	Hazard	Location
1"	Febco	860	H07692	Irrigation	NE corner

You are responsible for hiring a licensed backflow tester to perform the annual test and certification of the backflow assembly(s) listed above (BSI does not test backflow assemblies). Please provide the CCN listed in the top right corner of this letter to your backflow tester, as they will need this number to properly file your backflow test reports via BSI Online. You may also use this CCN at www.bsionline.com to verify when your backflow test has been filed, locate a list of testers in your area, or to simply learn more about backflow. Please contact BSI via e-mail bsionline@backflow.com or phone 800-414-4990 if you have any questions. Thank you for your cooperation and for helping to protect our water resources.

Sincerely,

Christine Walsh, Vice President
Agent for Charlotte Harbor Water Association

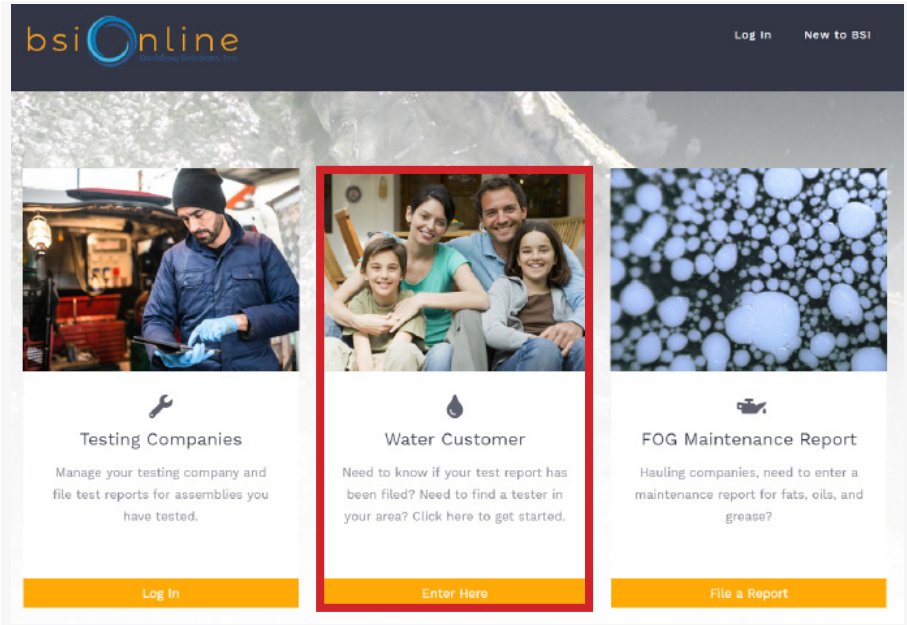
For your convenience, your last testing company of record (if available) is listed below:

Ray's Plumbing, LLC (773) 555-0123

Additional Letters - To help increase compliance, we have a Letter Template Feature, which is used by 90% of our customers to generate their own compliance or enforcement letter. The benefit of utilizing our system for additional letters is the letter is generated with information from your non-compliant report and time stamped directly in our system. All you do is click, print, and send!

Archival History of Letters - BSI is extremely transparent. We know this is your backflow program, we just help manage the data. In our Letters Feature, you can see all notifications generated and sent by our program. They are time stamped under each property address for you to see 24/7/365.

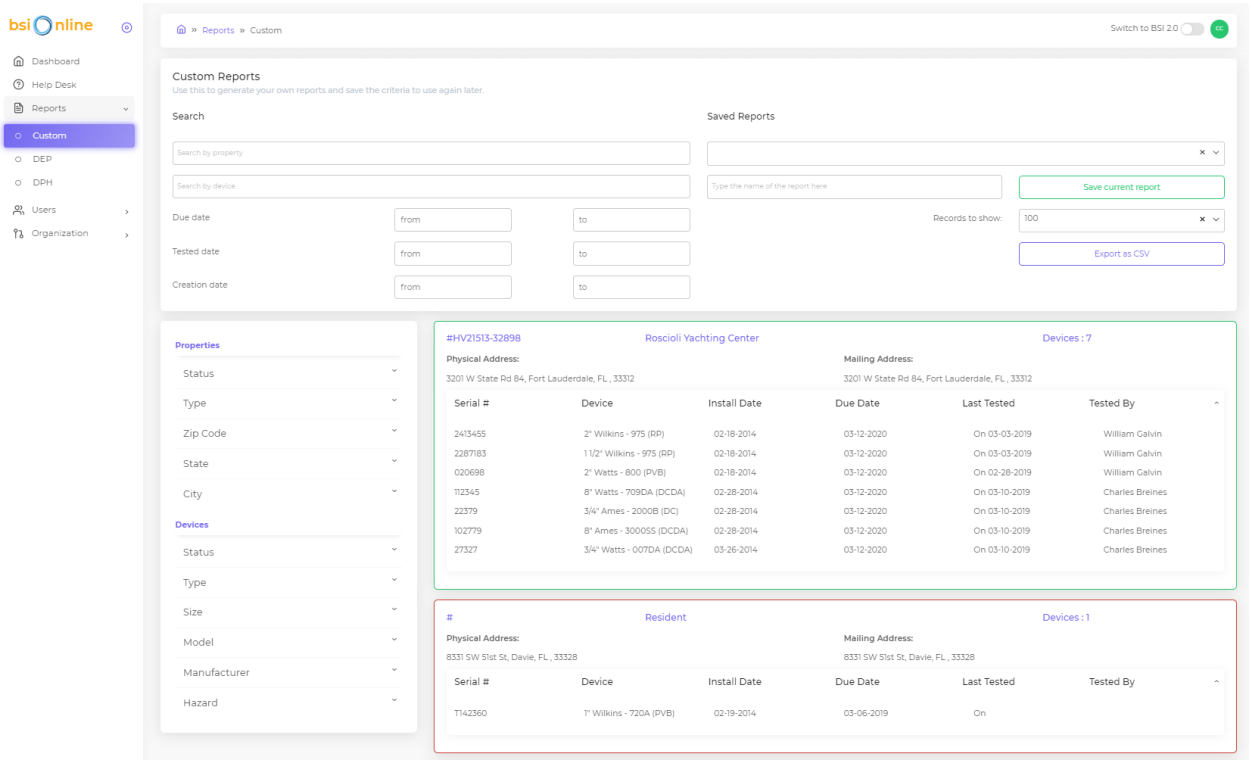
Web Portal for Water Customers - The water customer is an integral part of your backflow tracking program. Our job is to make sure all information regarding the testing and inspection requirements are properly conveyed and be available to answer any questions they may have.



On all notifications to water customers, they have a unique identifier, a Customer Confirmation Number or CCN, on the top right of their notifications. This unique identifier is what the water customer provides to the contractor to submit the results online securely. Such a unique identifier provides layers of security for your water customers, as it prevents data mining of the program and protects confidential customer information, such as an address.

The customer can use their CCN to look up a list of local, certified backflow testers on our website who meet the criteria set by the Water Purveyor. We do not promote any one company; the list is randomly generated by the system each time a CCN is entered.

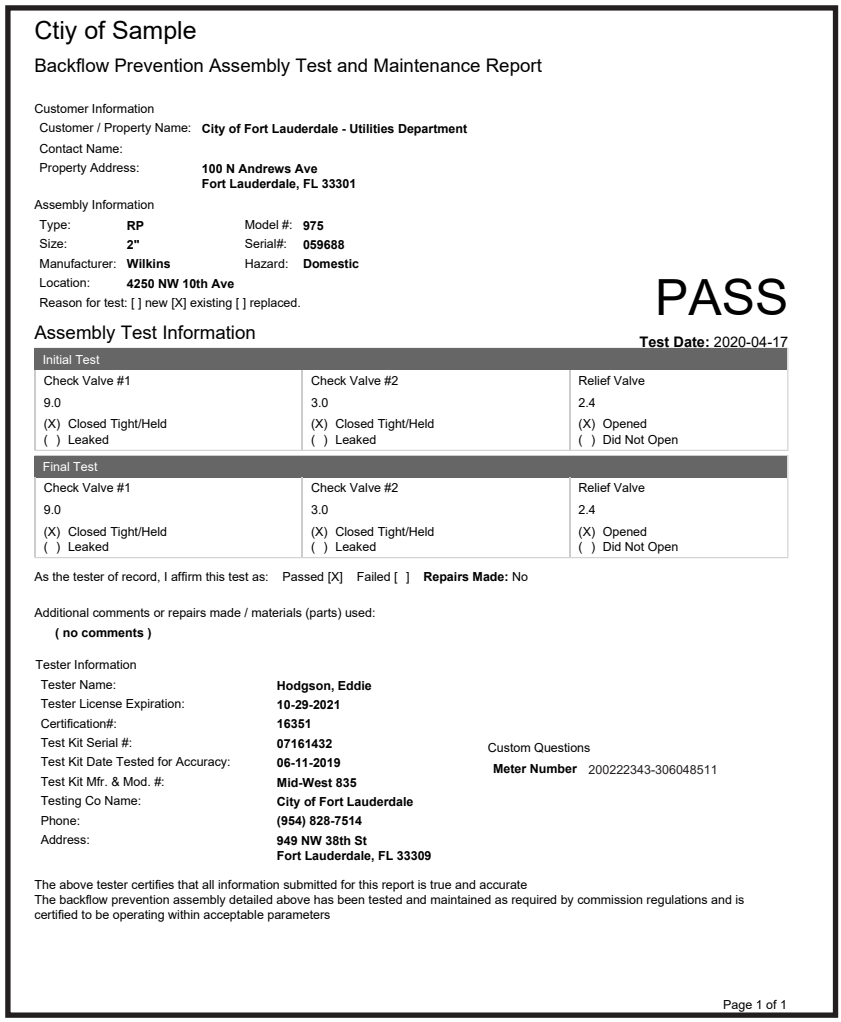
Dashboard and Real-Time Reporting - Unlike other systems that only provide periodic reporting, BSI Online provides real-time data and reports for our customers. All information is available to you from your dashboard 24/7. We provide you with an exportable Excel list of your non-compliant devices. This data can be manipulated, filtered, and sorted any way you need. In addition, in our reporting tab, we have pre-populated queried reports, such as your monthly EPA report you can click and export. If you need any additional information, our program allows you the ability to create and customize an unlimited number of reports.



Program Users - BSI is designed to provide the Water Purveyor unfettered access to data and can have an unlimited number of simultaneous users, in addition to multiple users. Our program allows each user to have different roles and permissions. This way the information, notifications and permissions can be allowed or restricted based on the Water Purveyor and employee's needs.

Online Test Submittal - To enter a test online, the backflow t ester w ill n eed to obtain their customer's confirmation number (CCN) from their notification letter. This CCN keeps your information safe and secure, not allowing testing companies to "surf" for information. All reports are electronic, easy to read and are emailed to the contractor in real-time as a PDF document.

All device test report forms are customizable. We can add additional fields at the Water Purveyor's request, such as meter number or unique service ID.



Ctiy of Sample

Backflow Prevention Assembly Test and Maintenance Report

Customer Information

Customer / Property Name: **City of Fort Lauderdale - Utilities Department**
Contact Name:
Property Address: **100 N Andrews Ave**
Fort Lauderdale, FL 33301

Assembly Information

Type: **RP** Model #: **975**
Size: **2"** Serial#: **059688**
Manufacturer: **Wilkins** Hazard: **Domestic**
Location: **4250 NW 10th Ave**
Reason for test: [ ] new [X] existing [ ] replaced.

PASS

Assembly Test Information

Test Date: 2020-04-17

Initial Test		
Check Valve #1	Check Valve #2	Relief Valve
9.0	3.0	2.4
(X) Closed Tight/Held ( ) Leaked	(X) Closed Tight/Held ( ) Leaked	(X) Opened ( ) Did Not Open
Final Test		
Check Valve #1	Check Valve #2	Relief Valve
9.0	3.0	2.4
(X) Closed Tight/Held ( ) Leaked	(X) Closed Tight/Held ( ) Leaked	(X) Opened ( ) Did Not Open

As the tester of record, I affirm this test as: Passed [X] Failed [ ] **Repairs Made:** No

Additional comments or repairs made / materials (parts) used:
(no comments)

Tester Information

Tester Name: **Hodgson, Eddie**
Tester License Expiration: **10-29-2021**
Certification#: **16351**
Test Kit Serial #: **07161432**
Test Kit Date Tested for Accuracy: **06-11-2019**
Test Kit Mfr. & Mod. #: **Mid-West 835**
Testing Co Name: **City of Fort Lauderdale**
Phone: **(954) 828-7514**
Address: **949 NW 38th St**
Fort Lauderdale, FL 33309

Custom Questions
Meter Number 200222343-306048511

The above tester certifies that all information submitted for this report is true and accurate
The backflow prevention assembly detailed above has been tested and maintained as required by commission regulations and is certified to be operating within acceptable parameters

Page 1 of 1

Validation of Test Results - BSI will set up each form in the system to pre-populate based on state standards per device type. BSI Online automatically computes if a test fails based on the report entered by the tester, and notifies both the tester and Water Purveyor. Pass/fail standards are constructed specific to the Water Purveyor and state standards. Upon submission, a copy of the test is sent via email to the Water Purveyor and your database is updated in real-time.

Validation of Testers Licenses/Test Gauge Calibrations - During the startup process, BSI verifies with the Water Purveyor all pertinent credentials being monitored for both testers and testing companies. Part of the registration process with BSI is providing a copy of all tester licenses and annual test kit calibrations. BSI Online tracks the expiration date of these credentials, turning from green to red the closer a credential is to expiration. Once red, the tester/test kit is locked out from entering tests until an updated copy is uploaded into the BSI Online system or sent to our office for vetting. This proactive approach is integral to the integrity of your program.

Validation of New Installs & Replacements - All newly installed devices and replacements are approved by the Water Purveyor before they are entered in the database. The Water Purveyor has the option to enter them directly into the program or have our Client Services team handle the data entry. We never enter a device or location without your approval. It is your data; we just help you manage it. Please note, there is no charge to the tester for new installs per the RFP.

Archival History of Test Reports - After submission, BSI stores copies of the test on the tester side and Water Purveyor side of the BSI program. We do not purge data, therefore, the Water Purveyor will always have access to data entered for their water system.

Testers have the ability to review any test data they have submitted in the system. It is always available on their side of the program to archive, review and print.

Customer Success & Support - BSI does not simply manage data. We partner with water purveyors to help protect the drinking water for your communities. We have been working with communities for over 20 years and we are committed to exceed all expectations and provide a great customer service experience for all stakeholders.

Customer & Support Staff - We provide unlimited customer service/support for the water purveyor, testing companies, and water customers for the life of the contract.



The Water Purveyor will be assigned their own personal contacts within BSI, who will be there to answer any comments, questions, or concerns about the program, reports, notifications, or customer service.

Unlike competition, we can consult on technical backflow inquiries, since our company is founded on backflow prevention field expertise and countless years of backflow data management.

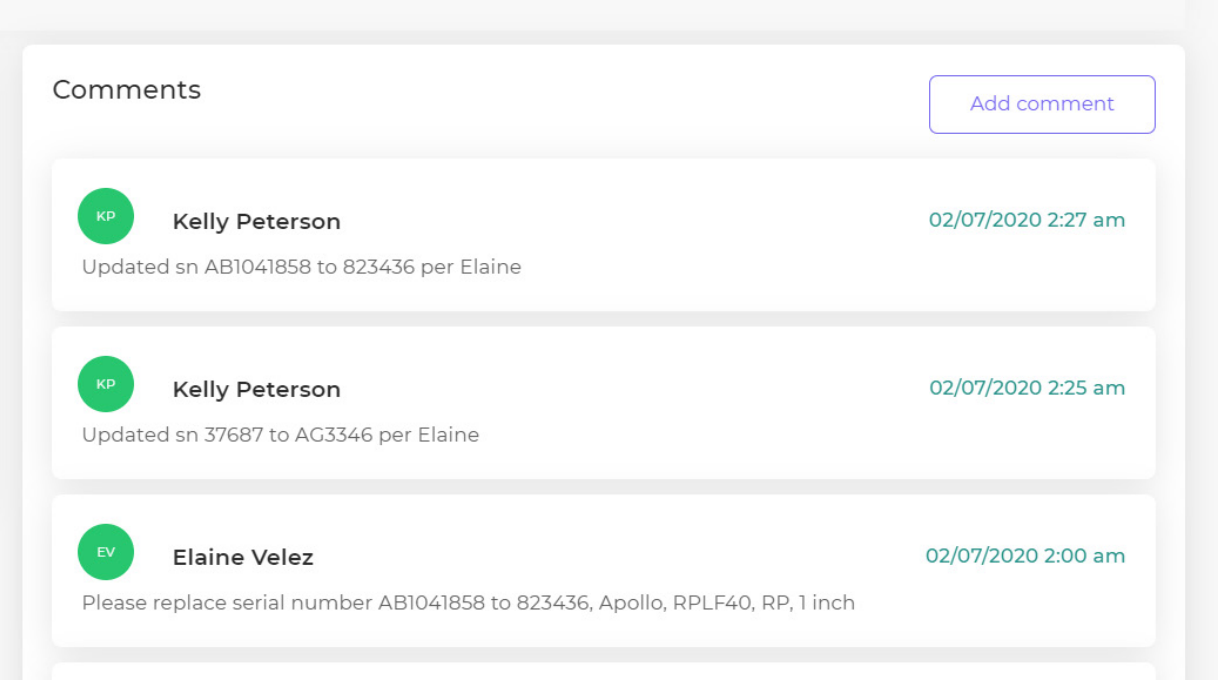
In addition to our customer support, we provide in-person meetings and training sessions with Water Purveyor staff. Our team will meet with representatives of the Water Purveyor to discuss current processes, improvement strategies and account reviews on a periodic basis. Our staff has the knowledge and expertise to consult on any aspects of your cross-connection control program.

Our support is not only for you, the Water Purveyor. We also provide full customer service and technical support to your water customers and backflow testers via a toll-free number and email address. Our well-trained staff is available to answer questions, lifting the burden off your staff. You can be assured of speaking with a live customer service representative and not an answering service or voicemail machine. We also provide an email address they can submit their questions or comments to. Our company policy is all questions, whether phone or email, will be answered within 24 hours.

Customer Service Survey - We take customer satisfaction to heart. We continuously monitor our customer service agents and ensure they are providing excellent care to your constituents. We work with the Water Purveyor to provide reports on complaints, responses, and any feedback of our service.

IT Support - Our in-house IT staff is always available to identify and resolve any issues that may arise. Since our IT staff is internal, we have continuous access to their knowledge and expertise. We can easily troubleshoot any issue within the program users are experiencing and start working on a resolution immediately.

Support Log and Metrics - Our system is built on the foundation of accountability and transparency. All transactions are time stamped with user names. Each interaction with your backflow program is fully auditable and accessible to you at any time. Whether it is an inquiry with the Water Purveyor, the testing community or a water customer, you are always able to continuously monitor your program.



System Reliability & Security - BSI believes security of your data and information is of utmost importance, which is why our servers are backed up multiple times a day and is hosted by Amazon Web Services (AWS), providing the Water Purveyor with assurance their data will always be protected but accessible. All municipal/testing company information is protected via login credentials, and water customers must use their Customer Confirmation Number (CCN) to access their reports and find a testing company. No one should be able to data mine for information.

Conclusion - As illustrated above, the BSI Online program is unmatched by any other program. Being transparent, progressive, and customer service oriented has propelled BSI Online to be the nation's premiere backflow data management firm for over 500+ communities across the United States and Canada. We offer security, support, and an environmentally conscious method to managing backflow prevention data.



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Roger Sanchez, Finance Department Director

Arnoldo Rodriguez, City Manager

Council Meeting: January 20, 2021

Agenda Number: D-2

SUBJECT:

Refinancing of 2006 loan for the wastewater treatment plant in the outstanding amount of $6,365,288 with the California Infrastructure and Economic Development Bank

RECOMMENDATION:

Adopt a Resolution Authorizing the Execution and Delivery of a Loan Agreement in an amount not-to-exceed $6,500,000 and an interest rate not-to-exceed 3.0% for Refunding of an Installment Sale Agreement Dated March 15, 2006 and Authorizing the Taking of Other Actions, and the Delivery of Other Documents Related Thereto

BACKGROUND:

As part of the City's ongoing effort to implement cost reduction. The City has identified an outstanding obligation that can be refinanced for debt service savings. Table 1 provides a summary.

Table 1: *CA Infrastructure & Economic Development Bank* [(1)]	
Original amount:	$10,000,000
Outstanding amount:	$6,365,288
Final maturity (term):	August 1, 2035
Call date:	Any date @ 100%
Interest rate:	3.01%
CIEDB annual fee:	0.3% of outstanding principal
[(1)] *Dated March 15, 2006 ("CIEDB Agreement")*	

In 2006, the City entered into the CIEDB Agreement the payments of which are secured by net revenues of the City's wastewater system on a subordinate basis to other obligations of the City's

wastewater fund. Proceeds of the obligation were used to fund capital improvements to the City's wastewater treatment plant ("WWTP") including improvements to bring the WWTP into compliance with Regional Water Quality Control Board ("RWQCB") requirements, the rehabilitation of aging components, and the expansion of the permitted treatment capacity from 7.0 million gallons per day ("MGD") to 10.1 MGD.

In October 2020, the Municipal Advisor determined the CIEDB Agreement was a potential refinancing candidate and briefed the City.

In November 2020, the Municipal Advisor recommended the method of sale as a direct placement and the City Manager and the Finance Director approved requesting offers from lenders in a competitive process. The Placement Agent prepared a term sheet that was approved by the City and sent to 15 lenders. During this same time, after discussions with the CIEDB, Bond Counsel determined the refinancing would need to be taxable because the CIEDB cannot certify they will spend the payoff amount they receive within a reasonable time by either calling their bonds or loaning the dollars to other entities, as required by the Internal Revenue Service regulations.

At the December 16, 2020 Council meeting, staff and the Municipal Advisor briefed the Council on the refinancing. During the meeting, staff and the Municipal Advisor received direction to move forward on the refinancing and to bring the necessary documentation back to the City Council at the January 20, 2021 meeting for formal review and approval.

Table 2 provides a list of the offers the Placement Agent received from the following four lenders:

Table 2: *Summary of potential lenders*

Lender	*Rate*
BBVA Compass ▪ Interest rate locked for 60 days ▪ Callable after year 7 at par ▪ No reserve fund required	2.41%
Sterling National Bank	2.64%
Municipal Finance Corporation	2.90%
First Foundation Bank	3.20%

After review, it was recommended the City enter into a direct placement Loan Agreement with BBVA Compass. The BBVA Compass offer includes a rate lock, meaning the proposed interest rate will not vary and will remain in place until the proposed closing date of February 3, 2021. At the January 6, 2021 meeting of the Council, the Council approved the BBVA term sheet.

DISCUSSION:

The Municipal Advisor recommended the method of sale as a direct placement because of the following:

- Similar economics to a public offering
- Lower costs of issuance
- Less time consuming from start of the refinancing to closing
- Rate lock available eliminating market interest rate risk
- Remaining term of 15 years or less generally sweet spot for most lenders which helps creates competition

A direct placement is a debt obligation entered into directly with a lender or financial institution that operates in the municipal space. A public offering is a formal open sale to the public including retail and institutional investors on a set date and time. A public offering requires a rating from a recognized rating agency (Moody's, S&P or Fitch) and requires a formal marketing document known as an official statement. Both the rating process and the preparation of the official statement increase the time to market and the costs to issue the obligation. Even though the interest rates may be lower on a public offering, when you include the additional costs of issuance required for this method of sale, a direct placement often provides better economics. The other primary benefit to a direct placement is that a lender may offer a rate lock, meaning that the interest rate will not change from the time you notify the lender until the transaction closes. The interest rates on a public offering will vary day to day until the actual date and time the transaction is sold to the public.

Based on the terms of the BBVA Compass offer, table 3 below summarizes the economics of the refinancing as presented to the Council on December 16, 2020 and the slightly revised economics being presented tonight:

Table 3: *Summary of BBVA Compass Offer*		
Item	*12/16/20 Council Meeting*	*1/20/21 Council Meeting*
Outstanding Amount	$6,365,288	$6,365,288
Proposed Amount [(1)]	$6,462,000	$6,472,000
Proposed Interest Rate [(2)]	2.41%	2.41%
Prior Issue Total Debt Service [(3)]	$8,071,267	$8,071,267
Refinancing Debt Service [(4)]	$7,689,825	$7,701,439
Total Savings	$381,442	$369,829
Average Annual Savings	$25,429	$24,655
Net Present Value Savings	$320,044	$310,391
Net Present Value % of Prior Issue	5.03%	4.88%

(1) Not-to-exceed $6,500,000 as referenced in the Resolution. The proposed amount went up by $10,000 because of the unpaid annual fee due to CIEDB in the amount of $9,653.28 calculated from August 1, 2020 to February 3, 2021, the proposed date of closing

(2) Not-to-exceed 3.0% as referenced in the Resolution

(3) Includes all ongoing fees paid to the CIEDB on an annual basis and no longer required as part of the refinancing

(4) Includes all costs associated with the issuance of the refinancing

The proposed amount went up by $10,000 given that the City is required to pay the annual fee to the CIEDB in the amount of $9,653.28. This amount is the pro-rated amount calculated from August 1, 2020 through and including February 3, 2021, the proposed closing date of the refinancing. The payment of this amount was unknown at the time of the December Council meeting.

It is noted that the interest rate will be locked during the life of the loan and the term of the loan will run through 2035, the same time period as the current CIEDB agreement that would remain in place should the City elect to not refinance.

The City Council is required to establish parameters for any financing. The not-to-exceed amount of $6,500,000 and the not-to-exceed interest rate of 3.0% both referenced in the Resolution are such parameters. However, to be clear, the economics presented in Table 3 above are not expected to change between now and closing.

Table 4 below shows the costs of issuance associated with the refinancing. These costs have been factored into all the calculations shown in the table above.

Table 4: *Costs to Issue*	
Line Item	*Budget*
Bond Counsel	$30,000
Placement Agent	$25,000
Municipal Advisor	$27,500
Bank Counsel	$8,500
CDIAC	$1,623
Miscellaneous	$2,377
Total	**$95,000**

The financing team includes Brandis Tallman as Placement Agent, Del Rio Advisors, LLC as Municipal Advisor and Jones Hall as Bond Counsel. In short, their roles may be defined as follows:

- Municipal Advisor: makes recommendations as to the type of bond sale, assists in structuring the financing, reviews the terms of the offers received and assists in the selection of a lender. Under regulatory rules, the Municipal Advisor has a fiduciary duty to the City.
- Bond Counsel: drafts the documents and ensures that all legal requirements critical to the validity of the financing are satisfied.
- Placement Agent: an investment banking (broker-dealer) firm that is responsible for soliciting term sheet responses from multiple lenders. The Placement Agent will also assist in structuring the financing.

The Loan Agreement is the primary document to be reviewed by the Council. The Loan Agreement governs all the terms and conditions of the proposed refinancing including, but not limited to, the interest rate, the payment dates and amounts, the redemption provisions, a covenant to set rates and charges of the wastewater system and the ability to issue additional obligations.

The payments under the new Loan Agreement will be on parity (have equal rights to the net revenues of the system) with the Wastewater Revenue Refunding Bonds, Series 2015 which was also done as a direct placement and refinanced bonds issued in 2006.

FINANCIAL IMPACT:

The CIEDB Agreement is currently outstanding in the amount of $6,365,288, has a final term of 2035 with an existing interest rate of 3.01%. Based on today's interest rates, the CIEDB Agreement can be refunded to the same term at an interest rate of 2.41%.

By taking advantage of low interest rates currently available in the market, refinancing the CIEBD Agreement will produce annual savings of $24,655 per year through 2035. Over the life of the

new agreement, the ratepayers will save over $369,000 in total debt payments. In today's dollars, this translates to over $310,000 in net present value savings equal to 4.88% of the refinanced principal amount. Typically, municipal issuers set a minimum net present value savings goal equal to 3.0% to 5.0% of the refunded principal amount to determine if a refinancing is worthwhile to pursue.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALTERNATIVES:

As an alternative, Council may:

1. Reject the proposed refinancing.
2. Request additional information.
3. Request that staff identifying other refinancing options.

ATTACHMENTS

1. Resolution
2. Proposed Final Bond Numbers
3. Loan Agreement

SOURCES AND USES OF FUNDS

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Sources:	
Bond Proceeds:	
Par Amount	6,472,000.00
	6,472,000.00
Uses:	
Refunding Escrow Deposits:	
Cash Deposit	6,376,005.32
Delivery Date Expenses:	
Cost of Issuance	95,000.00
Other Uses of Funds:	
Additional Proceeds	994.68
	6,472,000.00

ESCROW REQUIREMENTS

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Period Ending	*Principal*	*Interest*	*Principal Redeemed*	*Total*
02/03/2021	9,653.28	1,064.42	6,365,287.62	6,376,005.32
	9,653.28	1,064.42	6,365,287.62	6,376,005.32

SUMMARY OF BONDS REFUNDED

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2006 Wastewater CIEDB Loan, 06CIEDB, BOND:					
	08/01/2035	3.010%	6,365,287.62	02/03/2021	100.000
			6,365,287.62		

PRIOR BOND DEBT SERVICE

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Other Cash Flow	Total	Annual Total
08/01/2021	341,988.96	3.010%	95,797.58	437,786.54		19,095.86	456,882.40	
02/01/2022			90,650.64	90,650.64	528,437.18		90,650.64	547,533.04
08/01/2022	352,282.83	3.010%	90,650.64	442,933.47		18,069.90	461,003.37	
02/01/2023			85,348.79	85,348.79	528,282.26		85,348.79	546,352.16
08/01/2023	362,886.54	3.010%	85,348.79	448,235.33		17,013.05	465,248.38	
02/01/2024			79,887.35	79,887.35	528,122.68		79,887.35	545,135.73
08/01/2024	373,809.42	3.010%	79,887.35	453,696.77		15,924.39	469,621.16	
02/01/2025			74,261.51	74,261.51	527,958.28		74,261.51	543,882.67
08/01/2025	385,061.09	3.010%	74,261.51	459,322.60		14,802.96	474,125.56	
02/01/2026			68,466.34	68,466.34	527,788.94		68,466.34	542,591.90
08/01/2026	396,651.43	3.010%	68,466.34	465,117.77		13,647.78	478,765.55	
02/01/2027			62,496.74	62,496.74	527,614.51		62,496.74	541,262.29
08/01/2027	408,590.64	3.010%	62,496.74	471,087.38		12,457.82	483,545.20	
02/01/2028			56,347.45	56,347.45	527,434.83		56,347.45	539,892.65
08/01/2028	420,889.21	3.010%	56,347.45	477,236.66		11,232.05	488,468.71	
02/01/2029			50,013.07	50,013.07	527,249.73		50,013.07	538,481.78
08/01/2029	433,557.98	3.010%	50,013.07	483,571.05		9,969.38	493,540.43	
02/01/2030			43,488.02	43,488.02	527,059.07		43,488.02	537,028.45
08/01/2030	446,608.07	3.010%	43,488.02	490,096.09		8,668.71	498,764.80	
02/01/2031			36,766.57	36,766.57	526,862.66		36,766.57	535,531.37
08/01/2031	460,050.98	3.010%	36,766.57	496,817.55		7,328.88	504,146.43	
02/01/2032			29,842.80	29,842.80	526,660.35		29,842.80	533,989.23
08/01/2032	473,898.51	3.010%	29,842.80	503,741.31		5,948.73	509,690.04	
02/01/2033			22,710.63	22,710.63	526,451.94		22,710.63	532,400.67
08/01/2033	488,162.86	3.010%	22,710.63	510,873.49		4,527.04	515,400.53	
02/01/2034			15,363.78	15,363.78	526,237.27		15,363.78	530,764.31
08/01/2034	502,856.56	3.010%	15,363.78	518,220.34		3,062.55	521,282.89	
02/01/2035			7,795.79	7,795.79	526,016.13		7,795.79	529,078.68
08/01/2035	517,992.54	3.010%	7,795.79	525,788.33		1,553.98	527,342.31	
02/01/2036					525,788.33			527,342.31
	6,365,287.62		1,542,676.54	7,907,964.16	7,907,964.16	163,303.08	8,071,267.24	8,071,267.24

BOND SUMMARY STATISTICS

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Dated Date	02/03/2021
Delivery Date	02/03/2021
Last Maturity	08/01/2035
Arbitrage Yield	2.410011%
True Interest Cost (TIC)	2.410011%
Net Interest Cost (NIC)	2.410000%
All-In TIC	2.623302%
Average Coupon	2.410000%
Average Life (years)	7.882
Duration of Issue (years)	7.040
Par Amount	6,472,000.00
Bond Proceeds	6,472,000.00
Total Interest	1,229,438.47
Net Interest	1,229,438.47
Total Debt Service	7,701,438.47
Maximum Annual Debt Service	522,626.07
Average Annual Debt Service	531,337.27
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*
Bond Component	6,472,000.00	100.000	2.410%	7.882
	6,472,000.00			7.882

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,472,000.00	6,472,000.00	6,472,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-95,000.00	
- Other Amounts			
Target Value	6,472,000.00	6,377,000.00	6,472,000.00
Target Date	02/03/2021	02/03/2021	02/03/2021
Yield	2.410011%	2.623302%	2.410011%

BOND PRICING

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Bond Component	*Maturity Date*	*Amount*	*Rate*	*Yield*	*Price*
Bond Component:					
	08/01/2021	372,000	2.410%	2.410%	100.000
	08/01/2022	379,000	2.410%	2.410%	100.000
	08/01/2023	387,000	2.410%	2.410%	100.000
	08/01/2024	395,000	2.410%	2.410%	100.000
	08/01/2025	404,000	2.410%	2.410%	100.000
	08/01/2026	412,000	2.410%	2.410%	100.000
	08/01/2027	421,000	2.410%	2.410%	100.000
	08/01/2028	430,000	2.410%	2.410%	100.000
	08/01/2029	439,000	2.410%	2.410%	100.000
	08/01/2030	448,000	2.410%	2.410%	100.000
	08/01/2031	457,000	2.410%	2.410%	100.000
	08/01/2032	467,000	2.410%	2.410%	100.000
	08/01/2033	477,000	2.410%	2.410%	100.000
	08/01/2034	487,000	2.410%	2.410%	100.000
	08/01/2035	497,000	2.410%	2.410%	100.000
		6,472,000			

Dated Date	02/03/2021	
Delivery Date	02/03/2021	
First Coupon	08/01/2021	
Par Amount	6,472,000.00	
Original Issue Discount		
Production	6,472,000.00	100.000000%
Underwriter's Discount		
Purchase Price	6,472,000.00	100.000000%
Accrued Interest		
Net Proceeds	6,472,000.00	

BOND DEBT SERVICE

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Period Ending	Principal	Coupon	Interest	Debt Service
02/01/2022	372,000	2.410%	150,626.07	522,626.07
02/01/2023	379,000	2.410%	142,443.05	521,443.05
02/01/2024	387,000	2.410%	133,212.75	520,212.75
02/01/2025	395,000	2.410%	123,789.65	518,789.65
02/01/2026	404,000	2.410%	114,161.70	518,161.70
02/01/2027	412,000	2.410%	104,328.90	516,328.90
02/01/2028	421,000	2.410%	94,291.25	515,291.25
02/01/2029	430,000	2.410%	84,036.70	514,036.70
02/01/2030	439,000	2.410%	73,565.25	512,565.25
02/01/2031	448,000	2.410%	62,876.90	510,876.90
02/01/2032	457,000	2.410%	51,971.65	508,971.65
02/01/2033	467,000	2.410%	40,837.45	507,837.45
02/01/2034	477,000	2.410%	29,462.25	506,462.25
02/01/2035	487,000	2.410%	17,846.05	504,846.05
02/01/2036	497,000	2.410%	5,988.85	502,988.85
	6,472,000		1,229,438.47	7,701,438.47

BOND DEBT SERVICE

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2021	372,000	2.410%	77,121.07	449,121.07	
02/01/2022			73,505.00	73,505.00	522,626.07
08/01/2022	379,000	2.410%	73,505.00	452,505.00	
02/01/2023			68,938.05	68,938.05	521,443.05
08/01/2023	387,000	2.410%	68,938.05	455,938.05	
02/01/2024			64,274.70	64,274.70	520,212.75
08/01/2024	395,000	2.410%	64,274.70	459,274.70	
02/01/2025			59,514.95	59,514.95	518,789.65
08/01/2025	404,000	2.410%	59,514.95	463,514.95	
02/01/2026			54,646.75	54,646.75	518,161.70
08/01/2026	412,000	2.410%	54,646.75	466,646.75	
02/01/2027			49,682.15	49,682.15	516,328.90
08/01/2027	421,000	2.410%	49,682.15	470,682.15	
02/01/2028			44,609.10	44,609.10	515,291.25
08/01/2028	430,000	2.410%	44,609.10	474,609.10	
02/01/2029			39,427.60	39,427.60	514,036.70
08/01/2029	439,000	2.410%	39,427.60	478,427.60	
02/01/2030			34,137.65	34,137.65	512,565.25
08/01/2030	448,000	2.410%	34,137.65	482,137.65	
02/01/2031			28,739.25	28,739.25	510,876.90
08/01/2031	457,000	2.410%	28,739.25	485,739.25	
02/01/2032			23,232.40	23,232.40	508,971.65
08/01/2032	467,000	2.410%	23,232.40	490,232.40	
02/01/2033			17,605.05	17,605.05	507,837.45
08/01/2033	477,000	2.410%	17,605.05	494,605.05	
02/01/2034			11,857.20	11,857.20	506,462.25
08/01/2034	487,000	2.410%	11,857.20	498,857.20	
02/01/2035			5,988.85	5,988.85	504,846.05
08/01/2035	497,000	2.410%	5,988.85	502,988.85	
02/01/2036					502,988.85
	6,472,000		1,229,438.47	7,701,438.47	7,701,438.47

SAVINGS

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 02/03/2021 @ 2.4100113%
08/01/2021	456,882.40	449,121.07	7,761.33		7,669.94
02/01/2022	90,650.64	73,505.00	17,145.64	24,906.97	16,742.01
08/01/2022	461,003.37	452,505.00	8,498.37		8,199.50
02/01/2023	85,348.79	68,938.05	16,410.74	24,909.11	15,645.09
08/01/2023	465,248.38	455,938.05	9,310.33		8,770.27
02/01/2024	79,887.35	64,274.70	15,612.65	24,922.98	14,531.90
08/01/2024	469,621.16	459,274.70	10,346.46		9,515.59
02/01/2025	74,261.51	59,514.95	14,746.56	25,093.02	13,400.86
08/01/2025	474,125.56	463,514.95	10,610.61		9,527.53
02/01/2026	68,466.34	54,646.75	13,819.59	24,430.20	12,261.20
08/01/2026	478,765.55	466,646.75	12,118.80		10,624.18
02/01/2027	62,496.74	49,682.15	12,814.59	24,933.39	11,100.40
08/01/2027	483,545.20	470,682.15	12,863.05		11,009.71
02/01/2028	56,347.45	44,609.10	11,738.35	24,601.40	9,927.43
08/01/2028	488,468.71	474,609.10	13,859.61		11,581.88
02/01/2029	50,013.07	39,427.60	10,585.47	24,445.08	8,740.50
08/01/2029	493,540.43	478,427.60	15,112.83		12,330.19
02/01/2030	43,488.02	34,137.65	9,350.37	24,463.20	7,537.91
08/01/2030	498,764.80	482,137.65	16,627.15		13,244.57
02/01/2031	36,766.57	28,739.25	8,027.32	24,654.47	6,318.13
08/01/2031	504,146.43	485,739.25	18,407.18		14,315.39
02/01/2032	29,842.80	23,232.40	6,610.40	25,017.58	5,079.74
08/01/2032	509,690.04	490,232.40	19,457.64		14,774.14
02/01/2033	22,710.63	17,605.05	5,105.58	24,563.22	3,830.50
08/01/2033	515,400.53	494,605.05	20,795.48		15,416.19
02/01/2034	15,363.78	11,857.20	3,506.58	24,302.06	2,568.56
08/01/2034	521,282.89	498,857.20	22,425.69		16,231.17
02/01/2035	7,795.79	5,988.85	1,806.94	24,232.63	1,292.25
08/01/2035	527,342.31	502,988.85	24,353.46		17,209.20
02/01/2036				24,353.46	
	8,071,267.24	7,701,438.47	369,828.77	369,828.77	309,395.89

Savings Summary

PV of savings from cash flow	309,395.89
Plus: Refunding funds on hand	994.68
Net PV Savings	310,390.57

SUMMARY OF REFUNDING RESULTS

City of Madera
2021 Wastewater Revenue Refunding Bonds (CIEDB Loan) (Private Placement)
BBVA Compass Proposal

Dated Date	02/03/2021
Delivery Date	02/03/2021
Arbitrage yield	2.410011%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	6,472,000.00
True Interest Cost	2.410011%
Net Interest Cost	2.410000%
Average Coupon	2.410000%
Average Life	7.882
Par amount of refunded bonds	6,365,287.62
Average coupon of refunded bonds	3.010000%
Average life of refunded bonds	8.046
PV of prior debt to 02/03/2021 @ 2.410011%	6,781,395.89
Net PV Savings	310,390.57
Percentage savings of refunded bonds	4.876301%
Percentage savings of refunding bonds	4.795899%

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT FOR REFUNDING OF AN INSTALLMENT SALE AGREEMENT; AND AUTHORIZING THE TAKING OF OTHER ACTIONS, AND THE DELIVERY OF OTHER DOCUMENTS, RELATED THERETO

WHEREAS, to finance Wastewater System improvements, the City of Madera (the "City") entered into an Enterprise Fund Installment Sale Agreement (No. B05-066) with the California Infrastructure and Economic Development Bank in 2006, which is currently outstanding in the approximate amount of $6,365,288 (the "CIEDB Loan"); and

WHEREAS, pursuant to the terms of the CIEDB Loan, the City may prepay the outstanding principal balance of the CIEDB Loan, in whole or in part, on any date, together with accrued interest thereon to the prepayment date, without premium; and

WHEREAS, at current market interest rates, the City can refinance the CIEDB Loan and in so doing, realize significant interest cost savings; and

WHEREAS, the City Council wishes at this time to authorize the entering into of a Loan Agreement (as herein defined) to provide funds to prepay amounts outstanding under the CIEDB Loan, the repayment of which is secured by a pledge of the Net Revenues of the Wastewater System; and

WHEREAS, the information required to be obtained and disclosed by this City Council pursuant to Section 5852.1 of the California Government Code with respect to the refinancing of the CIEDB Loan and entering into the Loan Agreement is set forth in the staff report accompanying this Resolution; and

WHEREAS, this City Council deems it for the benefit of the City and for the efficient and effective administration thereof to enter into the Loan Agreement, and the other documentation related to the refinancing of the CIEDB Loan on the terms and conditions therein provided;

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

Section 1. Approval of Documents. The form of, and terms and provisions of the Loan Agreement (the "Loan Agreement") by and between the City and BBVA USA or a related entity is hereby approved in substantially the form on file with this City Council at this meeting, with such insertions, omissions and changes as shall be approved by the City Manager or his or her designee (each, an "Authorized Officer") , and the execution of the Loan Agreement shall be conclusive evidence of such approval; provided, that the maximum principal amount of the payments payable under the Loan Agreement shall not exceed $6,500,000 and the interest rate attributable to the payments payable under the Loan Agreement shall not exceed 3.0% (except in the case of any increase to the interest rate due to a default or an event of taxability). Subject to the foregoing, each of the Authorized Officers, acting alone, is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest, the Loan Agreement.

Section 2. Other Actions Authorized. Each of the Authorized Officers, acting alone, and each of the other officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated by this Resolution (including the execution and delivery of certificates, disbursement requests, tax certificates and agreements, as contemplated in the Loan Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Loan Agreement. Whenever in this Resolution any officer of the City is authorized to execute or attest any document, or take any action, such execution, attestation or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 3. Appointment of Authorized City Representatives. Each of the Authorized Officers is hereby designated to act as an authorized representative of the City for purposes of the Loan Agreement, until such time as an Authorized Officer and/or this City Council shall designate any other or different authorized representative for purposes of the Loan Agreement and/or any related document.

Section 4. Effectiveness. This Resolution shall be effective immediately upon its approval and adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Madera, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2021, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by: _____
Alicia Gonzales, City Clerk

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: E-1

SUBJECT:

Mayor's Appointments to Outside Boards, Commissions, and Committees

RECOMMENDATION:

Approve a Minute Order Approving the Mayor's Appointments to Outside Boards, Commissions, and Committees

DISCUSSION:

The Mayor is proposing appointments to the following boards and commissions as listed in Attachment A. Per the City Attorney, it is necessary for the Council to approve the Mayor's appointments. This is based on Government Code Section 40605 states as follows:

> "In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute."

FINANCIAL IMPACT:

None

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

In the event the Council does not approve the appointments, the Mayor has the prerogative to make alternative appointments for submission to the Council at a future date.

ATTACHMENTS:

1. Mayor's Appointments to Outside Boards Worksheet

MAYOR'S APPOINTMENTS WORKSHEET

Calendar Years 2021 & 2022

Appointments Effective 1/20/20

COMMITTEE	2021 & 2022 APPOINTMENTS
Central California Women's Facility (CCWF) Citizens Advisory Board CCWF, 23370 Road 22, Chowchilla, CA 93610 Contact – Lilly Dawson, Community Resource Manager (A) 665-5531, x5104 Valley State Prison (VSP), 21633 Ave. 24, Chowchilla, Ca 93610 Contact - Carmen Bruton-Maroney, Community Resource Manager 665-6100 x5474 Meets 1st Thursday every other month at 3:00 p.m. (alternate sites CCWF & VSP).	Primary: _____ Alternate: _____
Madera County Local Child Care and Development Planning Council (LPC) Steering Committee Madera Co. Office of Education (MCOE) 1105 S. Madera Ave., Madera, CA 93637 Ph: 673-6051 Contact: Gabriela Maher – 662-3825, gmaher@mcsos.org *Meets quarterly, 11:30 a.m. -1:30 p.m. at MCOE offices*	Primary: _____ Alternate: _____
Community Action Partnership of Madera Co. Inc. (CAPMC) 1225 Gill, Madera, CA 93637 Ph. 673-9173 Contact: Cristal Sanchez, 675-5748, c.sanchez@maderacap.org Meets 2nd Thursday at 5:30 p.m. at 1225 Gill, Board Room	Primary: _____ Alternate: _____
Madera County Economic Development Commission (EDC) 2425 W. Cleveland Ave., Madera, CA 93637 Contact: Lois Leonard, 675-7768, lleonard@maderacountyedc.com **Executive Committee** – Meets monthly 1st Wednesday at 7:30 a.m. **Commission** – Meets quarterly 2nd Wednesday at 3:00 p.m.	Primary: _____ Alternate: _____

Continued on next page.

Mayor's Appointments Continued

COMMITTEE	2019 & 2020 APPOINTMENTS
Madera County Transportation Commission (MCTC) 2001 Howard Rd., Ste. 201 Madera, CA 93637 Contact: Sheila Kingsley, 675-0721, sheila@maderactc.org Meets 3rd Wednesday at 3:00 p.m., MCTC Board Room	Primary: _____ Primary: _____ Alternate: _____
San Joaquin River Conservancy Meets at Fresno Metropolitan Flood Control Office 5469 E. Olive Ave., Fresno, CA Contact: Jasanjit Bains, 253-7324, Vanessa.Gavina@sjrc.ca.gov Meets 3rd Wednesday at: 10:00 a.m. March-October 10:30 a.m. November-February	Primary: _____ Alternate: _____

City Selection Committee – The Mayors of Madera and Chowchilla serve on this committee. The City Selection Committee is administered by the Madera County Clerk of the Board – The City Selection Committee meets as needed to make appointments to LAFCO and SJVAPCD Citizen Advisory Committee.

COMMITTEE	APPOINTMENT
LAFCO – Local Agency Formation Commission Each city appoints a primary member. Alternate is one appointment from either city. Meets at Madera Co. Government Center, 200 W. 4th St., Madera, CA 93637 Contact: Joann Zuniga, 675-7821, Joann.Zuniga@maderacounty.com Meets 4th Wednesday at 6:00 p.m.	Madera City Primary: _____ Chowchilla City Primary: Waseem Ahmed (term ending 1/31/24) Alternate: Steve Montes, City of Madera (Eff. 1/23/20 - term ending 1/31/24)
San Joaquin Valley Air Pollution Control District Citizen Advisory Board (SJVAPCD) 1990 E. Gettysburg, Fresno, CA Contact: Michelle Franco Email: michelle.franco@valleyair.org Phone: (559) 230-6038 Meets 1st Tuesday at 10:00 a.m. at Fresno Office	Primary: Dennis Haworth (term ending 1/31/22) Alternate: Waseem Ahmed (term ending 1/31/22) City Selection Committee Appointment. Informational only.

SJVAPCD SPECIAL CITY SELECTION COMMITTEE - Valley-wide Special City Selection Committee is charged with making appointments of city representatives to the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Governing Board.	
COMMITTEE	**APPOINTMENT**
SJVAPCD Special City Selection Committee The valley-wide Special City Selection Committee is charged with making appointments of city representatives to the SJVAPCD Governing Board. Contact: Michelle Franco Email: michelle.franco@valleyair.org Phone: (559) 230-6038 Meets: As needed at Fresno office.	Primary: _____ Alternate: _____
San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) Governing Board 1990 E. Gettysburg, Fresno, CA Contact: Michelle Franco Email: michelle.franco@valleyair.org Phone: (559) 230-6038 Meets: Third Thursday at 9:00 a.m. at Fresno office.	Note: Appointments are made by the SJVAPCD Special City Selection Committee. (SJVAPCD Central Region – Small City Rotation)

RETURN TO AGENDA

Madera City Council Agenda 01/20/21
Agenda Item E-2

Retail Sales Tax Update

Informational Report (Report by Roger Sanchez)

There is no written report for this item.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: January 20, 2021

Agenda Number: E-3

SUBJECT:

Consideration of Options Relative Rule 20B/C Undergrounding of Utilities Designated Real Property Located Within and Adjacent to Pecan Avenue Between Monterey Avenue and a Point Approximately 700 Feet West of Monterey Avenue.

RECOMMENDATION:

Consider options and provide direction to staff.

SUMMARY:

As part of the Conditions of Approval (Conditions) for the Tentative Subdivision Map (TSM) 2016-01 for the Varbella Estates Subdivision (Varbella) approved on October 11, 2016, the developer was required to underground all utilities adjacent to the subdivision. The developer has in good faith attempted to move forward with undergrounding along Pecan Avenue through a combination of PG&E processes individually referred to as a Rule 20B and Rule 20C. The developer however has encountered opposition to one component of the undergrounding that results in an inability to underground in compliance with the Conditions. Formation of an Underground Utility District (UUD) by the City as provided for in Chapter 8 of Title III of the Madera Municipal Code may assist the developer in complying with Conditions. If a UUD is not formed, there are a number of other options to be considered.

Chapter 8 of Title III of the Madera Municipal Code establishes a procedure for the creation of UUD's. The Ordnance, adopted by City Council in 1968, provides for the City Council to call for public hearings to determine public necessity and requirements for formation of UUDs. Whenever the Council creates a UUD, it shall be unlawful for any person or utility to erect, construct, place, keep, maintain, continue, employ, or operate poles, overhead wires, and associated overhead structures in the district except as may be required to continue to receive service until the underground work has been performed.

Attached “Exhibit A” indicates boundaries of an Underground Utility District should Council direct staff to pursue this option.

DISCUSSION:

The developer of Varbella has completed underground design drawings that will, when constructed, comply with the Conditions. One component of the design, which is also a requirement of PG&E unless the City specifically excludes it, is to underground a power line that provides service to a meter on the south side of the street. Prior to proceeding with this component, PG&E requires approval from the affected property owner. The property owner however has refused to allow for this component to proceed because it will result in loss of power to the property for several hours. This loss of power will also result in loss of internet service. In the interest of providing the developer the ability to move forward with the full project, the property owner has offered that if night work is performed after about 5 or 6 pm, he will allow for work to proceed as proposed.

Options that the City, and by default developer, currently have considered or pursued are as follows:

1) Form UUD in conformance with Chapter 8 (Underground Utilities) of the Madera Municipal Code. One aspect of Chapter 8 is that formation of UUD allows staff to compel a property owner to make necessary provisions to accept undergrounding. Following formation of a UUD, a notice can be submitted to a property owner that they “shall provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility at a new location”. If a property owner refuses, the City can, with 30 days’ notice, disconnect property from power.

   For the purposes of this option if selected, the property owner would only be asked to allow the service to be undergrounded in accordance with that designed by PG&E for the Varbella undergrounding. If Council chooses this option and owner continues to reject improvements to his service connection, it is only then that staff would rely on Chapter 8 to ensure the undergrounding proceeds as called for in the Conditions as the City wishes to avoid such circumstance if avoidable.

   Of note, as of this writing, staff is continuing to work with PG&E to confirm this option is viable. If it is not found to be viable, the other options would still be available. Regardless of other options, staff will be in contact with property owner to explore other options as discussed in Option 3 below.
2) Perform nightwork - This is not typically accommodated by PG&E and seems to have been summarily dismissed as an option by PG&E.

3) Work with owner to provide other options if available to minimize property owner concerns.
4) Inform developer that current design must be modified to allow overhead service to property on south side of street be maintained. This will leave one or more poles and power line on north side of street adjacent to Varbella along with a pole line that crosses the street.
5) Relieve developer of undergrounding requirement in its entirety thus leaving all above ground power lines in place.

At present, staff feels Option 1 above is the most appropriate selection if code requirements to underground power poles adjacent to subdivisions are to be honored. In addition, the requirement for undergrounding is consistent with the following General Plan policy:

To improve the appearance of the City's commercial and residential neighborhoods, the City will require that all utility lines be placed underground in conjunction with new development projects, unless determined by the City to be infeasible. Additionally, the City will seek to place existing above-ground utility lines underground in the parts of the City which have been largely built-out.

If Council elects to form a UUD, staff will return to the next meeting with a resolution of intent to set a public hearing at a subsequent meeting. If the property owner chooses to approve of the changes to his service connection the formation of a UUD will not proceed.

FINANCIAL IMPACT:

There will be no impact to the City's General Fund as a result of this action.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126 – The project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing. The requested action is for the improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

ALTERNATIVES:

Multiple alternatives are presented as part of this staff report.

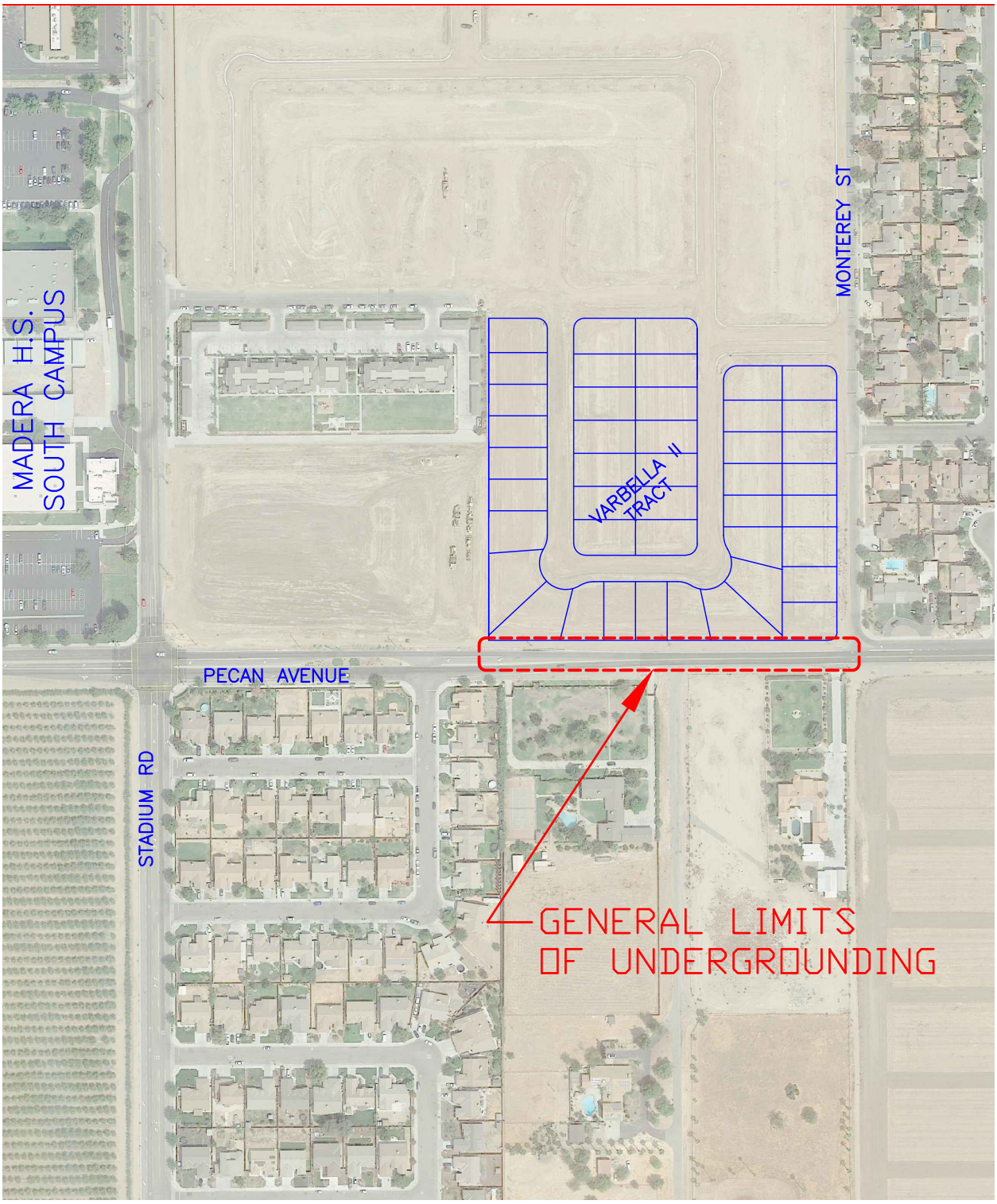
ATTACHMENTS:

1. Exhibit A

Attachment 1

Exhibit

EXHIBIT "B" - LOCATION MAP



CITY OF MADERA ENGINEERING DEPARTMENT 205 W. 4TH STREET MADERA, CA 93637	*VARBELLA II TRACT* LIMITS OF UNDERGROUND CONSTRUCTION ON PECAN AVENUE	DR BY: EP CH BY: KH DATE: 1/14/21 SCALE: NTS SHT 1 OF 1