REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, July 20, 2022 **Council Chambers**
6:00 p.m. **City Hall**

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 878 3600 4294#. 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 Anita Evans, District 4
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION: Jesse Chavez, The Well Church and Madera Rescue Mission

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:

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.

B-1 Minutes – 09/01/21, 02/16/22, 03/02/22, 03/16/22

Recommendation: Approve the City Council Minutes of 09/01/21, 02/16/22, 03/02/22, 03/16/22

B-2 Informational Report on Register of Audited Demands for June 25, 2022 to July 8, 2022

Recommendation: No Action Required (Report by Kingsley Okereke)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Contract Award for Request for Proposals (RFP) 202122-13 Account Collection Services to CB Services, Inc.

Recommendation: Adopt a Resolution Awarding the Contract to CB Business Services, Inc. for RFP 202122-13, Account Collection Services (Report by Kingsley Okereke)

B-5 Agreement for Design Services for Olive Park

Recommendation: Adopt a Resolution Awarding a Contract under RFQ No. 202122-15 to O'Dell Engineering for design services for Olive Park and Approving a Consultant Services Agreement in the amount of $238,013 (Report by Joseph Hebert)

B-6 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2022/23 Grant

Recommendation: Adopt a Resolution Authorizing Submission of an Application to the Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2022/23 (Report by Kingsley Okereke)

B-7 Letter of Appreciation for Senator Caballero

Recommendation: Letter of Appreciation to Senator Anna Caballero for her support for the Avenue 13 Sewer Rehabilitation Project (Report by Arnoldo Rodriguez)

C. PUBLIC HEARINGS:

C-1 Public Hearing Relating to Potential Increases in Water, Sewer, Storm Drainage and Solid Waste Rates

Recommendation: Staff recommends that the Council take the following actions:

1) Conduct public hearing to receive written protests and public testimony regarding proposed increases in proposed water, sewer, storm drainage and solid waste rate adjustments.

2) Direct staff to tally all valid written protests and report as to whether a majority protest of proposed water, sewer and solid waste exists.

3) Water, Sewer, and Solid Wastes: If a majority protest does not exist relative to water, sewer, and/or solid waste rates, adopt the following resolution(s):

   a. Resolution of the City Council of the City of Madera, California, Establishing Monthly Rates to be Charged for Water Furnished by the City for a five-year period and Repealing Resolution 15-156 and all Other Resolutions in Conflict Herewith; and

   b. Resolution of the City Council of the City of Madera, California, Establishing Monthly Rates to be Charged for Sewer Furnished by the City and Repealing Resolution 15-157 and All Other Resolutions in Conflict Herewith; and

   c. Resolution of the City Council of the City of Madera, California, Establishing Monthly Rates to be Charged for Solid Waste Services Furnished by the City and Repealing Resolution 13-76 and All Other Resolutions in Conflict herewith Direct staff to tally the storm drainage ballots and report the results.

4) Storm Drainage: If a majority of the votes approve the adjustment to storm drainage rates, adopt the Resolution Establishing Monthly Rates to be Charged for Storm Drainage Service's furnished by the City and Repealing Resolution 92-120 and All Other Resolutions in Conflict Herewith (Report by Kingsley Okereke)

C-2 Public hearing to approve the Community Development Block Grant (CDBG) 2022-2023 Action Plan final funding allocations and subrecipient agreements including an updated recommendation of allocated funds towards McNally Park

Recommendation: Conduct a public hearing to receive final public input on the 2022/2023 Action Plan and:

1) Approving a Subrecipient Agreement for Services ($5,000) with Madera Coalition for Community Justice; and

2) Approving a Subrecipient Agreement for Services ($32,500) with Madera Rescue Mission; and

3) Approving a Subrecipient Agreement for Services ($35,400) with O.L.I.V.E. Charitable Organization; and

4) Approving a Subrecipient Agreement for Services ($10,000) with Pequeños Empresarios; and

5) Approving a Subrecipient Agreement for Services ($34,000) with Madera Coalition for Community Justice; and

6) Approving a Subrecipient Agreement for Services ($21,401.50) with City of Madera, Parks & Community Services; and

7) Approving a Subrecipient Agreement for Services ($20,000) with Community Action Partnership of Madera County, Inc.; and

8) Approving a Subrecipient Agreement for services ($25,000) with City of Madera Engineering Department; and

9) Approving a Subrecipient Agreement for Services ($25,000) with City of Madera Public Works Department (Report by Kingsley Okereke)

C-3 Public Hearing to Consider Declaration of Nuisances and Abatement Order for Overgrown Weeds

Recommendation: Conduct a Public Hearing to consider any objections to the proposed removal of overgrown weeds and adopt a resolution ordering the abatement of weed nuisances in the City (Report by Dino Lawson)

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

D-1 Designation of a Stakeholder Group to Participate in a High Road Transition Collaborative for the Community Economic Resiliency Fund Program CERF

Recommendation: Adopt a Resolution to Designate a member to Serve as a Stakeholder for the High Road Transition Collaborative for the Central Valley Community Economic Resiliency Fund Program (CERF) (Report by Arnoldo Rodriguez)

D-2 Designation of a Voting Delegate and Alternates for the League of California Cities 2022 Annual Conference

Recommendation: Adopt a Resolution to Designate a Voting Delegate and up to two Alternates for the 2022 League of California Cities' Annual Business Meeting (Report by Arnoldo Rodriguez)

D-3 Calling for and Giving Notice of the Holding of a General Municipal Election to be Held on November 8, 2022 for the Election of Council Members for Districts 1, 3, and 5; and requesting that the Madera County Clerk Render Specified Election Services

Recommendation: Adopt a Resolution calling for and requesting consolidation of the City's general election with the Statewide election on November 8, 2022, for the election of Council Members for Districts 1, 3, and 5 and that the Madera County Clerk render specified election services relating to the conduct of the election (Report by Alicia Gonzales)

D-4 Provide an Update on the Progress of the Madera Transit Plan and Request Approval to enter into a Phase 2 Agreement with WSP USA, Inc.

Recommendation: Adopt a Resolution Approving the Agreement with WSP USA, Inc. for Phase 2 of the Madera Transit Plan: Outreach and Implementation in the amount of $87,391.24 (Report by Kingsley Okereke)

D-5 Grant Offer for Airport Improvement Program (AIP)

Recommendation: Adopt a Resolution Authorizing the City Manager to execute the Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0144-034- with the Federal Aviation Administration in the amount of $1,172,875 (Report by Arnoldo Rodriguez)

E. ADMINISTRATIVE REPORTS:

E-1 Discussion and Direction regarding a proposed Temporary Sewer Lift Station to serve the Villages at Almond Grove

Recommendation: This report is submitted for Discussion and Direction regarding a proposed Temporary Lift Station for a portion of The Villages at Almond Grove Specific Plan (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.

G. **CLOSED SESSION**: None

ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, August 3, 2022
- Wednesday, August 17, 2022

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov .
- 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 July 20, 2022, near the front entrances of City Hall and on the City's website www.madera.gov at 7:30 p.m. on July 15, 2022.

Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	03/02/2022
Adopted:	07/20/2022

Minutes of a Regular Meeting of the Madera City Council

Wednesday, March 2, 2022 **Council Chambers**
6:00 p.m. **City Hall**

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 832 4470 2891#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

The City will observe the Madera County Public Health Department recommendations. This may limit seating in the Council Chamber; however, the City will have seating available in the foyer. All persons visiting City facilities shall observe health and safety protocols.

CALL TO ORDER: Meeting was called to order at 6:03 p.m.

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

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, Fire Chief Matt Watson, Director of Human Resources Wendy Silva, Interim Parks Director Joseph Hebert, Interim Director of Financial Services Anthony Forestiere, Information Services Manager Mark Souders, Police Chief Dino Lawson, Interim Public Work Director Dan Foss, Alexis Raymundo, Assistant Engineer, Jonathan Gramajo, Assistant Engineer, Marcela Zuniga, Grants Administrator, and Communication Specialist Joseph Carrello.

INVOCATION: Rabbi Paul Gordon, Congregation Beth Jacob

PLEDGE OF ALLEGIANCE: Daniel Foss, Interim Public Works Director

APPROVAL OF AGENDA:

Late distribution announcement made by City Clerk, Alicia Gonzales. Pursuant to government code section 54957.5, members of the public are advised that less than 72 hours prior to this evening's meeting,

Item B-7, final map was distributed to the council and posted on the city's website after the agenda packet was posted. Members of the public wishing to view or obtain a copy of this item may do so by visiting the City of Madera meeting and agenda page located on the city's website. Copies of this item are also available at the podium.

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

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.

No Public Comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Madera District Fair Award Recognition

INTRODUCTIONS:

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.

No public comment was submitted.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY MAYOR PRO TEM EVANS, THE CONSENT CALENDAR WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE. COUNCILMEMBER MEJIA ABSTAINED FROM VOTING ON ITEM B-1.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

B-1 Minutes – 07/21/21

Recommendation: Approve the City Council Minutes of July 21, 2021

B-2 Informational Report on Register of Audited Demands for February 5, 2022 to February 18, 2022

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Second Reading and Adoption of an Ordinance for a Rezone related to the development of the Sunset Apartment Project

Recommendation: Waive full reading and Adopt an Ordinance, rezoning the approximately 0.2 northern acres of Assessor's Parcel Number 006-182-007 to the R3 (*One unit per 1,800 square feet of site area*) zone district (Report by Arnoldo Rodriguez)

ORD 985 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE THE APPROXIMATELY 0.2 NORTHERN ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SUNSET AND ORCHARD AVENUES (APN: 006-182-007) FROM THE R1 TO THE R3 ZONE DISTRICT

B-4 Second Reading and Adoption of an Ordinance Amending the City's Municipal Code Relating to the Appointment Process for City Boards, Committees, and Commissions

Recommendation: Waive full reading and Adopt an Ordinance Amending §2-3.101 OF TITLE II, CHAPTER 3 of the Madera Municipal Code relating to the appointments process for City Boards, Committees, and Commissions (Report by Arnoldo Rodriguez)

ORD 986 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION § 2-3.101 OF TITLE II, CHAPTER 3 OF THE MADERA MUNICIPAL CODE RELATING TO APPOINTMENTS AND TERMS TO CITY BOARDS, COMMITTEES, AND COMMISSIONS

B-5 2020-21 City St. 3R & ADA Project, State Project No. LPP SB1-LLPL 5157 (120), City Project No. R-71

Recommendation: Adopt a Minute Order Approving

1) Acceptance of 2020-21 City St. 3R & ADA Project, State Project No. LPP SB1- 5157 (120), City Project No. R-71; and

2) The Recording of Notice of Completion; and,

3) The release of retention 35 days after recording of the Notice of Completion (Report by Keith Helmuth)

B-6 Amendment to the Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2021/22 and Rescinding Resolution No. 22-05

Recommendation:

1) Adopt a Resolution Rescinding Resolution No. 22-05 and approving the amended application for TDA, LTF for FY 2021/22 with FY 2020/21 carryover balances; and

2) Authorizing the City Engineer to execute the amended application and submit it to the MCTC for approval and adoption (Report by Keith Helmuth)

RES 22-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENTS TO THE APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) - LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2021/22 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)

B-7 Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2021 funding allocation

Recommendation: Adopt a Resolution Authorizing a Budget Amendment to the JAG FY 2021 Program budget as a result of accepting Grant in the amount of $27,829 (Report by Anthony Forestiere)

RES 22-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A BUDGET AMENDMENT TO THE JAG GRANTS FUND ACCEPTING THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FY 2021 FUNDING ALLOCATION

B-8 Amendment to Lease Agreements at the Madera Intermodal Transit Center

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Lease Agreement between the City and Greyhound for the use of the Intermodal Transit Center and Rescinding Resolution No. 22-03 (Report by Anthony Forestiere)

RES 22-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND GREYHOUND LINES, INC. A DELAWARE CORPORATION FOR THE USE OF THE INTERMODAL TRANSIT CENTER AND RESCINDING RESOLUTION NO. 22-03

B-9 Amendment to Existing Consultant Contract between the City and NBS Relating to Utility Rate Studies

Recommendation: Adopt a Resolution Approving First Amendment to Agreement for Professional Services between the City and NBS Relating to Rate Studies for Additional Services at a Cost of $30,000 (Report by Anthony Forestiere)

RES 22-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND NBS RELATING TO RATE STUDIES FOR ADDITIONAL SERVICES AND INCREASE OF FEES

C. PUBLIC HEARINGS:

C-1 7:00PM – Redrawing of Council Member District Boundaries (Redistricting)

Recommendation:

1) Receive a report on the redistricting process, feedback from the February 6, 2022, second redistricting workshop draft maps, and permissible criteria to be considered to redraw district boundaries;
2) Conduct Public Hearing #4 on redistricting and receive public input; and
3) Provide feedback on preferred map or maps, and/or desired changes to draft maps (Report by Alicia Gonzales)

Presentation by Joanna Gin, BBK Associate

City Attorney comments were heard.

Public Hearing was opened.

Comments were heard from Wally Nishimoto author of map option 4 and map option 6.

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

City Council comments were heard.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY MAYOR PRO TEM EVANS, ITEM C-1, MAP OPTION 5 WAS APPROVED BY A 6/1 VOTE. NOES: MAYOR GARCIA. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS

NO: 1 - MAYOR GARCIA

C-2 Updating Prima Facie Speed Limits on Designated City Streets in Compliance with Vehicle Code Regarding Speed Surveys on City Streets

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

Item C-2 was heard prior to Item C-1 Redistricting Public Hearing.

Keith Helmuth City Engineer introduced Jonathan Gramajo.

Jonathan Gramajo Assistant Engineer presented item C-2.

City Council comments were heard.

No public comment was submitted.

ON MOTION BY MAYOR PRO TEM EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM C-2 WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTION 3-5.08 OF CHAPTER 5 OF TITLE lll OF THE MADERA MUNICIPAL CODE RELATING TO INCREASING STATE SPEED LIMIT IN CERTAIN ZONES

C-3 Public Hearing Relating to Annexation of Certain Properties into Zone of Benefit 40 and Zone of Benefit 51 to the Citywide Landscape and Lighting Assessment Districts (LMD) Zone for Fiscal Year 2022/23

Recommendation: Adopt Resolutions Approving Annexation of Certain Properties to Citywide Lighting and Landscaping Assessment Districts:

1) Resolution Approving Annexation No. 2022 -01 for Annexation of APN 012-253-002, 012- 270-001, and APN 012-270-002 (Rai Apartments) Into Zone of Benefit 40; Confirming the Diagram and Assessment for Citywide Landscape and Lighting Assessment District Zone of Benefit 40 for Fiscal Year (FY) 2022/23; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor; and

2) Resolution Approving Annexation No. 2022-02 for annexation of APN 010-193-010 (Caliber); APN 012-133-039 (ARCO); APN 003-194-012 (Starbucks Country Club Drive) Into Zone of Benefit 51; Confirming the Diagram and Assessment for Citywide Landscape and Lighting Assessment District Zone of Benefit 51 for Fiscal Year (FY) 2022/23; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

Item C-3 was heard prior to Item C-1 Redistricting Public Hearing.

Presentation by Administrative Analyst Nicole Say.

No public comment was submitted.

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

RES 22-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2022-01 FOR ANNEXATION OF APN: 012-253-002, APN: 012-270-001, AND APN: 012-270-002 (RAI APARTMENTS) INTO ZONE OF BENEFIT 40; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITYWIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 40 FOR FISCAL YEAR (FY) 2022/23; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

RES 22-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2022-02 FOR ANNEXATION NO. 2022-23 FOR ANNEXATION OF APN 010-93-010 (CALIBER COLLISION); APN 012-13-039 (ARCO GAS STATION), AND APN 003-194-012 (STARBUCKS AT COUNTRY CLUB DRIVE) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITYWIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2022/23; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

Mayor Garcia called for a recess at 6:44 p.m. Council will return from recess at 7:00 p.m. and commence Item C-1.

The Council returned from recess at 7:02 p.m. Item C-1 was heard.

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS: None

E. ADMINISTRATIVE REPORTS: None

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.

Councilwoman Gallegos stated it is Read Across America Week and encouraged folks to read to their young ones.

Councilmember Rodriguez nothing to report.

Councilmember Montes nothing to report

Councilwoman Mejia recognized Women's History Month.

Mayor Pro Tem Evans gave a shout out Madera High School for organizing Taste of Soul where she was a guest speaker.

Councilmember Villegas nothing to report.

Mayor Garcia stated he and City Manager Arnoldo Rodriguez did an interview with the local Spanish TV station Channel 21. He also stated he read a book about Jackie Robinson to students at Sierra Vista Elementary School for Read Across America Week.

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation - Pursuant to Government Code §54956.9(d)(2)
Workers' Compensation: John Cortes – One (1) claim

G-2 Conference with Legal Counsel – Existing Litigation Pursuant to Government Code §54956.9(d)(1)
Workers' Compensation: Brian Hutchison EAMS No. ADJ12672547
Mark Manzo EAMS No. ADJ12491801

City Attorney Hilda Cantu Montoy made the closed session announcement at 7:50 p.m.

Council returned from Closed Session at 8:34 p.m. with all members of the Council present.

City Attorney announced there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 8:34 p.m.

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

Item:	B-1
Minutes for:	02/16/2022
Adopted:	07/20/2022

Minutes of a Regular Meeting of the Madera City Council

Wednesday, February 16, 2022 **Council Chambers**
6:00 p.m. **City Hall**

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 890 5245 9216#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

The City will observe the Madera County Public Health Department recommendations. This may limit seating in the Council Chamber; however, the City will have seating available in the foyer. All persons visiting City facilities shall observe health and safety protocols.

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

ROLL CALL:

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

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, Fire Chief Matt Watson, Interim Parks Director Joseph Hebert, Interim Director of Financial Services Anthony Forestiere, Information Services Manager Mark Souders, Police Chief Dino Lawson, Interim Public Work Director Dan Foss, Deputy City Engineer Randy Bell, Assistant Engineer Alexis Raymundo, Gabriel Bostan, Wastewater Treatment Plan Operator, Adam Klier, Assistant Planner, Marcela Zuniga, Grants Administrator, David Huff, Program Manager, Adam Romero, Recreation/Community Program Coordinator, and Communication Specialist Joseph Carrello.

INVOCATION: Pastor John Pursell, Believer's Church

PLEDGE OF ALLEGIANCE: Councilmember Steve Montes

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY MAYOR PRO TEM EVANS, THE AGENDA WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

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.

Kirk Atamian submitted written public comment regarding applications for cannabis dispensaries.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

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

INTRODUCTIONS:

1. Gabriel Baston, Wastewater Treatment Plant Operator (Introduction by Dan Foss)

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 MAYOR PRO TEM EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

B-1 Minutes – 06/16/21

Recommendation: Approve the City Council Minutes of June 16, 2021

B-2 Informational Report on Register of Audited Demands for January 22, 2022 to February 4, 2022

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Claims Settlement Authority Delegated to the City Manager

Recommendation: Waive Full Reading and Adopt an Ordinance of the City of Madera Amending Section 1-6.18 of Title I Chapter 6 of the Madera Municipal Code relating to City Manager Authority on Claims Against the City (Report by Wendy Silva)

ORD 984 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTION 1-6.18 OF TITLE I CHAPTER 6 OF THE MADERA MUNICIPAL CODE RELATING TO CITY MANAGER AUTHORITY ON CLAIMS AGAINST CITY

B-5 State Ballot Measure 21-0042A1, the Taxpayer Protection and Government Accountability Act

Recommendation: Adopt a Resolution Establishing the City's Opposition to State Ballot Measure 21-0042A1, Taxpayer Protection and Government Accountability (Report by Arnoldo Rodriguez)

RES 22-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, OPPOSING STATE BALLOT MEASURE 21-0042A1, TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABLITY ACT

B-6 Second Amendment to Professional Services Agreement with The Pun Group for completion of Fiscal Year (FY) 2020-21 and FY 2021-22 financial audits

Recommendation: Adopt a Resolution Approving a Second Amendment to the Agreement for Professional Services with the Pun Group to extend the Agreement for Completion of the FY 2020-21 and FY 2021-22 Financial Audits and set the fee for the FY 2021-22 Audit Services not to Exceed $54,636 (Report by Anthony Forestiere)

RES 22-19 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH THE PUN GROUP

B-7 Amendments to Agreements between the City and MV Public Transportation, Inc.

Recommendation:

1) Adopt a Resolution Approving Amendment No. 2 to Agreement for Management and Operation of Madera Transit Services Agreement with MV Public Transportation, Inc. to include required FTA Regulatory Provisions and Rescinding Resolution No. 21-137; and

RES 22-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING REVISIONS TO AMENDMENT NO. 2 TO THE AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC., AND RESCINDING RESOLUTION NO. 21-137

2) Adopt a Resolution Approving Amendment No. 2 to the Lease Agreement between the City and MV Public Transportation, Inc. to include required FTA Regulatory Provisions and Rescinding Resolution No. 21-138 (Report by Anthony Forestiere)

RES 22-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING REVISIONS TO AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC., AND RESCINDING RESOLUTION NO. 21-138

C. PUBLIC HEARINGS:

C-1 Public Hearing Relating to Annexation of Certain Properties into Zone of Benefit 40 and Zone of Benefit 51 to the Citywide Landscape and Lighting Assessment Districts (LMD) Zone for Fiscal Year 2022/23

Recommendation: Continue Public Hearing to City Council Meeting of March 2, 2022, at 6:00 PM (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM C-1 WAS CONTINUED TO THE MARCH 2, 2022 CITY COUNCIL MEETING BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

C-2 General Plan Amendment and Related Rezoning of Property for the Development of the Sunset Apartment Project

Recommendation: It is recommended that the City Council hold the Public Hearing and after it is closed take the following actions by separate motion in order presented:

1) Adopt a Resolution Amending the General Plan Land Use Map for Property (Approximately 0.875 Acres) Located at the Northeast Corner of the Intersection of Sunset and Orchard Avenues, Amending the Commercial General Plan Land Use Designation to High Density Residential and Adopting a Negative Declaration (APN: 006-182-007); and

   Waive full reading and introduce an Ordinance Rezoning the Approximately 0.2 Northern Acres of the Property Located at the Northeast Corner of the Intersection of Sunset and Orchard Avenues (APN: 006-182-007) to Adjust the Boundaries of the R3 (*One unit per 1,800 square feet of site area)* Zone District and Delete the R1 (*One unit per 6,000 square feet of site area*) Zone District (Report by Arnoldo Rodriguez)

Report presented by Sara Allinder, Provost & Pritchard Consulting Group

Mayor opened Public Comment.

Mrs. Leslie H. Hayes submitted an email for Public Comment.

Public comment was made by Mr. Roger Evans.

Mayor closed Public Comment.

City Council comments were heard.

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

RES 22-22 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 0.875 ACRES LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SUNSET AVENUE AND ORCHARD AVENUE TO MODIFY THE LAND USE DESIGNATION OF COMMERCIAL TO HIGH DESNITY RESIDENTIAL (APN: 006-182-007) AND ADOPTING A NEGATIVE DECLARATION

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE THE APPROXIMATELY 0.2 NORTHERN ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SUNSET AND ORCHARD AVENUES (APN: 006-182-007) FROM THE R1 TO THE R3 ZONE DISTRICT

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

D-1 Agreement for Lions Town & Country Park Renovation

Recommendation: Adopt a Resolution awarding contract to Nish-ko, Inc. under IFB 202122-09 for Lions Town & Country Park Ballfields #1 & #2 Renovation, estimated at $65,216 and approving a Contractor Services Agreement (Report by Joseph Hebert)

Presentation by Adam Romero, Recreation/Community Program Coordinator

Mayor Garcia opened Public Comment.

No Public Comment was submitted. Public Comment was closed.

City Council comments were heard.

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

RES 22-23 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AWARDING A CONTRACT RELATING TO INVITATION FOR BID NO. 202122-09 TO NISH-KO, INC. AND APPROVING A CONTRACTOR SERVICES AGREEMENT

D-2 Planned Caltrans Project on State Route 145 (SR 145)

Recommendation: Consider Adoption of a Resolution Approving Caltrans Proposed Road Diet to be Constructed as Part of Caltrans Downtown Madera CAPM Project (06-0Y180) and/or Provide Direction (Report by Keith Helmuth)

Presentation by City Engineer Keith Helmuth and Caltrans Staff.

Mayor opened Public Comment.

Public Comment was made by Mona Davies on behalf of the Madera Downtown Association.

Written Public Comment was submitted by the Madera Downtown Association.

Written Public Comment was also submitted by Bobby Kahn, Madera EDC, Supervisor Leticia Gonzalez, Madera County, and Supervisor Brett Frazier, Madera County.

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

City Council comments were heard.

City Engineer comments were heard.

City Manager comments were heard.

ON MOTION BY MAYOR GARCIA AND SECONDED BY COUNCILMEMBER MEJIA, ITEM D-2 WAS APPROVED AND THE RESOLUTION TO INCLUDE CONSIDERATIONS OF ROUNDABOUTS AND MEDIANS BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

RES 22-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING CALTRANS PROPOSED ROAD DIET TO BE CONSTRUCTED AS PART OF CALTRANS DOWNTOWN MADERA CAPM PROJECT (06-0Y180)

D-3 Coordination of Ongoing Federal Transportation Administration Funded Activities for the Madera Urbanized Area

Recommendation: Adopt a Resolution Approving the Memorandum of Understanding between the City of Madera and Madera County Regarding Coordination of Ongoing Federal Transportation Administration (FTA) Funded Activities for the Madera Urbanized Area (Report by Anthony Forestiere)

No Public Comment was submitted. Public Comment was closed.

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

RES 22-25 A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND MADERA COUNTY REGARDING COORDINATION OF ONGOING FEDERAL TRANSPORTATIONADMINISTRATION (FTA) FUNDED ACTIVITIES FOR THE MADERA URBANIZED AREA

D-4 Remote City Council Meetings Under Brown Act Requirements (Assembly Bill 361)

Recommendation:

1) Council to decide to allow Public Meetings by the City Council and all Boards, Commissions, and Standing Committees of the City with the remote meeting requirements set forth by the Brown Act; or

2) Council to decide to adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days (Report by Arnoldo Rodriguez)

No Public Comment was submitted. Public Comment was closed.

Councilmember Gallegos comments were heard.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 WAS APPROVED BY A 6/1 VOTE. NOES: COUNCILMEMBER GALLEGOS. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

NO: 1 - COUNCILMEMBER GALLEGOS

RES 22-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR A PERIOD OF THIRTY DAYS

D-5 Administrative Hearing Officer

Recommendation:

1) Adopt a Resolution Approving an Agreement for Services with David Austin to Serve as the Administrative Hearing Officer; and

2) Approve a Budget Amendment Not to Exceed $25,000 to Cover Costs Associated with the Agreement (Report by Arnoldo Rodriguez)

No Public Comment was submitted. Public Comment was closed.

Councilmember Gallegos comments were heard.

City Attorney comments were heard.

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

RES 22-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING RFP NO. 202122-05 TO DAVID AUSTIN AND APPROVING A CONSULTANT SERVICES AGREEMENT

D-6 Revisions to the Appointment Process for City Boards, Committees, and Commissions

Recommendation: Waive full reading and introduce an Ordinance Amending §2-3.101 OF TITLE II, CHAPTER 3 of the Madera Municipal Code relating to the appointments process for City Boards, Committees, and Commissions (Report by Arnoldo Rodriguez)

No Public Comment was submitted. Public Comment was closed.

City Attorney comments were heard.

Mayor Garcia comments were heard.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-6 WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION § 2-3.101 OF TITLE II, CHAPTER 3 OF THE MADERA MUNICIPAL CODE RELATING TO APPOINTMENTS AND TERMS TO CITY BOARDS, COMMITTEES, AND COMMISSIONS

E. ADMINISTRATIVE REPORTS: None

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.

Councilwoman Gallegos mentioned it is Kind Week at the City schools and asked everyone to spread kindness throughout the community.

Councilmember Rodriguez: Mentioned the steering committee for Measure T is still holding its meetings with the next meeting scheduled for today. Updated everyone about the 4th of July Event and mentioned they have published an informational flyer.

Councilmember Montes had nothing to report.

Mayor Pro Tem Evans mentioned February is Black History Month and shouted out City Fire, PD, and the food bank for assisting with the event celebrating Black History Month.

Councilwoman Mejia mentioned she attended the Community Connections event held at Madera South High School. She appreciated the collaboration between City Parks and Binational of Central California who are offering free income tax preparation to low-income residents.

Councilmember Villegas had nothing to report.

Mayor Garcia requested staff update Council about cannabis during the next Council meeting.

G. CLOSED SESSION:

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

City Attorney Hilda Cantu Montoy made the closed session announcement at 8:17 p.m.

Council returned from Closed Session at 9:02 p.m. with all members of the Council present.

City Manager announced there was no reportable action.

ADJOURNMENT: The meeting was adjourned at 9:03 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

Item:	B-1
Minutes for:	03/16/2022
Adopted:	07/20/2022

Minutes of a Regular Meeting of the Madera City Council
and
Special Meeting of the Madera City Council as the Groundwater Sustainability Agency

Wednesday, March 16, 2022 **Council Chambers**
6:00 p.m. **City Hall**

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 898 0363 8602#. 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: 6:00 p.m.

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, City Engineer Keith Helmuth, Fire Chief Matt Watson, Interim Parks Director Joseph Hebert, Interim Director of Financial Services Anthony Forestiere, Information Services Manager Mark Souders, Police Chief Dino Lawson, Interim Public Work Director Dan Foss, Wastewater Treatment Plan Operator Gabriel Bostan, Assistant Planner, Alexis Raymundo, Assistant Planner Jonathan Gramajo, Deputy City Clerk Zelda Leon, and Communication Specialist Joseph Carrello.

INVOCATION: Mayor Pro Tem Anita Evans

PLEDGE OF ALLEGIANCE: Anthony Forestiere, Interim Financial Services Manager

APPROVAL OF AGENDA:

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

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.

No Public Comment was presented. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Madera Evening Lions Proclamation
3. American Red Cross Month Proclamation
4. Mayor's Recognition - Madera Tribune
5. Mayor's Recognition - DJ Becker
6. District 1 Woman of the Year Award

INTRODUCTIONS:

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 RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. COUNCILMEMBER GALLEGOS STEPPED OUT OF COUNCIL CHAMBERS AT 6:39 P.M. NOES: NONE. ABSENT: COUNCILMEMBER GALLEGOS. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:
YES: 6 – COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS

COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

B-1 Minutes – 8/4/21, 01/19/22

Recommendation: Approve the City Council Minutes of August 4, 2021 and January 19, 2022

B-2 Informational Report on Register of Audited Demands for February 19, 2022 to March 4, 2022.

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Fiscal Year 2021/2022 Budget Amendment for the Airport

Recommendation: Adopt a Resolution Approving a Budget Amendment related to the January 19, 2022 Airport Rescue Grant in the amount of $59,000 (Report by Daniel Foss)

RES 22-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF $59,000 RELATING TO AIRPORT RESCUE GRANT

B-5 2021 Sustainable Groundwater Management Grant Program SGMA Implementation Grant

(Action on this item by the Groundwater Sustainability Agency)

Recommendation: Adopt a Resolution Authorizing a Grant Application 2021 Sustainable Groundwater Management Grant Program SGMA Implementation Grant (Report by Keith Helmuth)

GSA RES 22-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING APPLICATION FOR 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM SGMA IMPLEMENTATION GRANT

B-6 Second Reading and Adoption of an Ordinance Updating Prima Facie Speed Limits on Designated City

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

ORD 987 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA MUNICIPAL CODE RELATING TO INCREASING STATE SPEED LIMIT IN CERTAIN ZONES

B-7 Madera Golf Course Update

Recommendation: No Action Required (Report by Arnoldo Rodriguez)

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

C-1 7:00PM – Public Hearing Regarding City Council District Boundary Adjustments (Redistricting) and Introduction of Ordinance Adjusting District Boundaries

Recommendation:

1) Conduct Public Hearing on the final map and proposed ordinance; and

2) Waive Full Reading and Introduce an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries (Report by Alicia Gonzales)

Presentation by Joanna Gin, BB&K Associate

No public comment was submitted. Public comment was closed.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM C-1 APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION 2-1.21 OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE REGARDING BY-DISTRICT ELECTIONS, ADJUSTING THE BOUNDARIES OF CITY COUNCIL ELECTION DISTRICTS AND CONFIRMING SUCH REVISED COUNCIL DISTRICT BOUNDARIES

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

D-1 Remote City Council Meetings Under Brown Act Requirements (Assembly Bill 361)

Recommendation:

1) Council to decide to allow Public Meetings by the City Council and all Boards, Commissions, and Standing Committees of the City with the remote meeting requirements set forth by the Brown Act; or

2) Council to decide to adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days (Report by Arnoldo Rodriguez)

Item D-1 was heard prior to the Item C-1 Redistricting Public Hearing.

No public comment was submitted. Public comment was closed.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE CONSENT CALENDAR WAS APPROVED BY A 5/1 VOTE. COUNCILMEMBER GALLEGOS STEPPED OUT OF COUNCIL CHAMBERS AT 6:39 P.M. NOES: COUNCILMEMBER MONTES. ABSENT: COUNCILMEMBER GALLEGOS. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

NO: 1 - COUNCILMEMBER MONTES

RES 22-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR A PERIOD OF THIRTY DAYS

E. ADMINISTRATIVE REPORTS:

E-1 Cannabis Update

Recommendation: Informational Report (Report by Arnoldo Rodriguez)

Councilmember Gallegos returned to the Council Chambers at 6:53 p.m.

Public comment was heard from community members Rico Saldivar, Jorge Deleija, Roman Gonzalez, and Karl Clouse.

City Council comments were heard.

City Manager comments were heard.

At 7:00 p.m., Mayor Garcia requested that Item C-1 be heard, and Item E-1 will be continued following the commencement of Item C-1.

Council returned to Item E-1 at 7:24 p.m.

Mayor Garcia asked his colleagues for any further comments on this item.

No further comments were made.

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.

Councilwoman Gallego gave a shout out to the City of Madera's 5k team. Also gave a shout out to Span Construction for the new Industrial Freedom Park sign. Councilmember Gallegos mentioned that Councilmembers have invitations to disseminate for the Fire Station 58 Ribbon Cutting Ceremony scheduled for March 30.

Councilmember Rodriguez stated that he attended a meeting with various stakeholders to advocate for the completion of State Route 99. He added that the 4th of July event has been able to secure various donations.

Councilmember Montes thanked the concerned staff and community members who joined the PG&E call to advocate for Madera's access to affordable energy. He also mentioned CAPMC is hosting the Walk a Mile in Her Shoes event on April 23. Additionally, mentioned the City will be hosting the

Esperanza Village Ribbon Cutting on March 22. Lastly, he thanked staff for securing the approximately $832,000 grant to clean up the Fresno River and Vernon McCullough Trail.

Mayor Pro Tem Evans echoed the remarks of Councilmember Montes regarding the grant to clean up the Fresno River. She mentioned she has been attending the multiple day community connections event at Madera South High School. Lastly, she mentioned she participated in an art contest at James Monroe Elementary School.

Councilwoman Mejia recognized Women's History Month and thanked Councilwoman Gallegos for recognizing the women in the community. She also announced the Madera Coalition for Community Justice is hosting a health event on March 25 and seeking volunteers for this event.

Councilmember Villegas recognized all the women who were given awards at the meeting. Mentioned he will not be able to attend the Esperanza Village Ribbon Cutting Ceremony. He also wished everyone a happy St. Patrick's Day.

Mayor Garcia mentioned Council received an invitation to attend an event to honor Cesar Chavez held at Madera High School on Thursday, March 31. He also echoed those comments of Councilmember Montes regarding the meeting with PG&E.

G. CLOSED SESSION: None

ADJOURNMENT: Meeting was adjourned at 7:25 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

Item:	B-1
Minutes for:	09/01/2021
Adopted:	07/20/2022

Minutes of a Regular Meeting of the Madera City Council

September 1, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 894 6241 6013 # followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3 (Arrived at 6:02 p.m.)
Councilmember Anita Evans, District 4

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Interim Financial Services Director Anthony Forestiere, Fire Division Chief Matthew Watson, Director of Human Resources Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Police Chief Dino Lawson, Interim Public Work Director Dan Foss, Deputy City Engineer Ellen Bitter, Deputy City Engineer Randy Bell, Senior Civil Engineer Victor Aldama, Senior Civil Engineer Steve Bettencourt, Administrative Analyst (Administration) Sarah Sarquiz, Senior Planner (Contracted) John Thomason, and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE: Director of Human Resources Wendy Silva

APPROVAL OF AGENDA:

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

PUBLIC COMMENT:
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.

No public comment was submitted.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

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

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 RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, THE CONSENT CALENDAR AND PULLING ITEM B-8 FOR DISCUSSION WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

B-1 Minutes – 04/21/21

Recommendation: Approve the City Council Minutes of April 21, 2021

B-2 Informational Report on Register of Audited Demands for July 24, 2021 to August 20, 2021

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Fiscal Year 2020/2021 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 (Report by Arnoldo Rodriguez)

B-4 Consulting Services Agreement with Demsey, Filliger & Associates, LLC

Recommendation: Adopt a Resolution Approving a Consulting Services Agreement between the City and Demsey, Filliger & Associates, LLC to prepare the City's OPEB (Other Post-Employment Benefits) Actuarial Report as of June 30, 2021 (Report by Anthony Forestiere)

RES 21-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND DEMSEY, FILLIGER & ASSOCIATES, LLC FOR THE PREPARATION OF THE CITY'S OPEB ACTUARIAL REPORT FOR THE FISCAL YEARS 2020/21 AND 2021/22

B-5 Appointment of Miguel Gonzalez to the City of Madera Airport Advisory Commission

Recommendation: Adopt a Resolution Appointing Miguel Gonzalez to the City of Madera Airport Advisory Commission (AAC) (Report by Daniel Foss)

RES 21-118 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MIGUEL GONZALEZ TO THE CITY OF MADERA AIRPORT ADVISORYCOMMISSION

B-6 After School Program Consultant Services Agreement between Madera Unified School District (MUSD) and the City

Recommendation: Adopt a Minute Order Approving the Consultant Services Agreement with the MUSD for Partial Administration of the Academic School Year 2021/22 After School Program, not to exceed $124,000 (Report by Arnoldo Rodriguez)

B-7 Use Agreement with the City of Kerman for the Use of its Shooting Range

Recommendation: Adopt a Minute Order Authorizing the Chief of Police to Sign the Use Agreement Allowing the Madera Police Department to Use the City of Kerman Shooting Range (Report by Dino Lawson)

B-8 City's Contribution to Cover the Cost of Police, Public Works, and Park's fees in conjunction with the Old Timers' Day Parade

Recommendation: Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, and Parks Services Relating to the Old Timers' Day Parade in the amount of $2,935 (Report by Dino Lawson)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM B-8 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

RES 21-119 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, AND PARK FEES RELATING TO OLD TIMERS PARADE FOR MADERA DOWNTOWN ASSOCIATION AND MADERA SUNRISE ROTARY CLUB 587 IN THE AMOUNT OF $2,935.00

B-9 Construction of 2019-20 SB-1 (RMRA) Seals and Overlays, City Project No. R-77 to Improve Approximately 2 Miles of Roadway

Recommendation: Adopt a Minute Order Approving the Acceptance of 2019-20 SB-1 Road Maintenance and Rehabilitation Account (RMRA) Seals and Overlays, City Project No. R77, Notice of Completion, Release of Retention 35 days after Recording Notice of Completion (Report by Keith Helmuth)

B-10 Approval of Caltrans Maintenance Agreements

Recommendation: Adopt a Resolution Approving the Landscape Maintenance Agreement and a Cost Sharing Agreement between the State Department of Transportation (Caltrans) and the City of Madera (Report by Keith Helmuth)

RES 21-120 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LANDSCAPE MAINTENANCE AGREEMENT AND A COST SHARING AGREEMENT BETWEEN THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF MADERA

B-11 Acceptance of Improvements for Pond Place Estates Subdivision (Tract No. 05-S-17)

Recommendation: Adopt a Resolution:

1) Accepting the Improvements for Pond Place Estates Subdivision (Tract No. 05-S-17); and

2) Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements; and

3) Authorizing staff to record the Notice of Acceptance of Subdivision Improvements (Report by Keith Helmuth)

RES 21-121 A RESOLUTION ACCEPTING IMPROVEMENTS FOR POND PLACE ESTATES SUBDIVISION (TRACT NO. 0S-S-17), AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE FOR SAID SUBDIVISION IMPROVEMENTS AND AUTHORIZING STAFF TO RECORD THE NOTICE OF ACCEPTANCE

B-12 Acceptance of Gateway Drive-Central Avenue-3rd Street-E Street Sidewalk Improvements Project, Federal Project No. CML 5157(095), City Project No. R-38

Recommendation: Adopt a Minute Order Approving:

1) Acceptance of the Construction of Gateway Drive-Central Avenue-3rd Street-E Street Sidewalk Improvements Project, Federal Project No. CML 5157(095), City Project No. R-38; and

2) The Recording of Notice of Completion; and

3) The Release of Retention 35 days after Recording of the Notice of Completion (Report by Keith Helmuth)

B-13 Contract Award for the Construction of Bid Package 1 - Water Main Replacement at Dunham Avenue and Lewis Street, City Project No. W-40 in the Amount of #313,839.00 to Rolfe Construction Inc. and Authorizing Construction Contingencies Related to the Contract

Recommendation: Adopt a Resolution Approving the Contract Award for Bid Package 1 - Water Main Replacement at Dunham Avenue and Lewis Street, City Project No. W-40 (Report by Keith Helmuth)

RES 21-122 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR BID PACKAGE 1-WATER MAIN REPLACEMENT AT DUNHAM AVENUE AND LEWIS STREET, CITY PROJECT NO. W- 40 IN THE AMOUNT OF $313,839.00 TO ROLFE CONSTRUCTION INC. AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

B-14 Madera ADA Advisory Council (MADAAC) Participation in 2021 Old Timers' Day Parade

Recommendation: Adopt a Minute Order Approving MADAAC's Participation in the 2021 Old Timers' Day Parade and Authorize the City Manager to Execute the Entry Form and Hold Harmless Agreement (Report by Wendy Silva)

C. PUBLIC HEARINGS: None

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

D-1 First Reading and Introduction of an Ordinance Amending the City's Municipal Code Relating to Cannabis

Recommendation: Conduct a Public Hearing, Waive Full Reading of Ordinance, and Introduce Ordinance Amending the Madera Municipal Code by title only as follows:

1) An Ordinance of the City of Madera, California Amending Section 6-5.33 (D) Of Title VI, Chapter 5 of the Madera Municipal Code Relating to Location and Design of Cannabis Businesses [Relative to Lions Town & Country Community Park] (Report by Arnoldo Rodriguez)

Patrick Gogin an attorney from San Francisco urged two (2) amendments to the proposed ordinance. City Attorney Hilda Cantu Montoy advised that there were three (3) cannabis items and he may want to wait to speak at the appropriate item. Mr. Gogin indicated he was in the right item as he was proposing amendments.

Roman with Mainstream Medicinal Club spoke on the exclusion of the Lions Town and Country Park.

The following people stated they were against having a dispensary near the park:
Kirk Atamian, Mol Martinez, Lisa Killion, Sam Jones, Felicia Silva, Adriana Chavez, "Pam Only", and "Jedi Gold".

Unknown Caller expressed that having Council having approval of all three item (D-3) is ideal. He expressed that cultivation vertical integration should be allowed in this area.

No further public comment was presented. Public comment was closed.

Councilmember Montes asked and City Attorney Montoy responded that the comments from Mr. Gogin would have been more appropriate to discuss in Item D-3. That is why she interrupted him because she knew he was talking about procedures as he'd sent an email with his concerns to the City Manager. Ms. Cantu Montoy suggested she can address questions and concerns once they are discussing that specific item (D-3), so that the items are kept separate.

There was a consensus from Council to hold off acting on this item until they acted on D-2 and D-3 as there are some items that overlap.

The motion for this item is listed below but took place after Item D-2 and Item D-3 were discussed.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, TO DENY ITEM D-1 FAILED BY A 4/2 VOTE. NOES: COUNCILMEMBERS MONTES, EVANS, MAYOR PRO TEM VILLEGAS AND MAYOR GARCIA. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 2 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ

NO: 4 - COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

ON MOTION BY MAYOR GARCIA AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM D-1 WAS APPROVED BY A 4/2 VOTE. NOES: COUNCILMEMBERS GALLEGOS AND RODRIGUEZ. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 4 – COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

NO: 2 - COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ

INTRO ORD AN ORDINANCE OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION 6-5.33 (D) OF TITLE VI, CHAPTER 5 OF THE MADERA MUNICIPAL CODE RELATING TO LOCATION AND DESIGN OF CANNABIS BUSINESSES

City Attorney Hilda Cantu Montoy advised that Council could make a motion on D-3 (1 & 2) so Items D-1 and D-2 could move forward. See motion on D-3 below.

D-2 Renewal of Existing Contract, along with an Amendment for Additional Services, between the City and Hinderliter, deLlamas & Associates (HdL Companies) for Consulting Services Related to Cannabis

Recommendation: Adopt a Resolution to:

1) Renew the Existing Contract through September 1, 2023; and

2) Amend the Scope of Services Provided and the Cost Associated with Such Services (Report by Arnoldo Rodriguez)

No public comment was presented.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

RES 21-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF MADERA AND HINDERLITER, DELLAMAS & ASSOCIATES (HDL COMPANIES) RELATING TO CANNABIS

D-3 Cannabis Business Permits - Consideration of Number of Cannabis Business Permits, Procedure Guidelines and Review Criteria, and Fees

Recommendation: Adopt Resolutions:

1) Determining the Number and Type of Cannabis Business Permits that may be Issued in the City; and

2) Establishing Fees for Cannabis Business Permits; and

3) Establishing Procedure Guidelines and Review Criteria to Govern the Application and Selection Process for Various Types of Cannabis Business Permits (Report by Arnoldo Rodriguez)

Patrick Gogin spoke on vertical integration and final approval of applications by Council.

Suleman Javaid stated local applicants should be awarded points.

John Rodriguez Jr expressed applicants should have a minimum 30% ownership of the business, be a resident of Madera for five (5) years, and that local people should get extra points in the application process.

Arianna Valdez expressed that non-local corporations are purchasing multiple properties thus making it difficult for locals to secure property for commercial cannabis use. She stated local applicants should be awarded points.

Akram Kassim stated local applicants should be awarded points. He also applauded the Council's decision to consider excluding Lions Town and Country Park from the distance requirement.

Rico Saldivar asked questions on equity requirements, marijuana convictions, and adjustments and was answered by the HdL consultant Mr. McPherson.

Angelina Garcia of Mainstream Medicinal Club expressed her thanks for moving forward and putting a price on the application. She thanked City Manager for all the answers he provided.

George De Leija of Team Mainstream expressed wanting points for local Madera residents.

Ed McIntyre of 1234 Decesari spoke on Council approval of applications.

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

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, TO NOT APPROVE ITEM D-3 (3) AND DIRECTED STAFF TO AMEND THE ORDINANCE TO REFLECT THAT THE CITY MANAGER IS THE APPROVING BODY FOR NON-RETAIL VERTICAL INTEGRATION. ITEM D-3 (3) FAILED BY A 3/3 VOTE. NOES: MAYOR GARCIA, MAYOR PRO TEM VILLEGAS, AND COUNCILMEMBER EVANS. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION FAILED WITH THE FOLLOWING VOTE:

YES: 3 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES

NO: 3 - COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

ON MOTION BY MAYOR GARCIA AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM D-4 (1-3) FAILED BY A 3/3 VOTE. NOES: MAYOR GARCIA, MAYOR PRO TEM VILLEGAS, AND COUNCILMEMBER EVANS. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION FAILED WITH THE FOLLOWING VOTE:

YES: 3 – COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

NO: 3 - COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES

Mayor Garcia went back to item D-1.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR GARCIA, TO APPROVE ITEM D-3 (1 & 2) AND TO TABLE ITEM D-3(3) TO A FUTURE MEETING FAILED BY A 3/3 VOTE.

NOES: COUNCILMEMBERS GALLEGOS, RODRIGUEZ, AND MONTES. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION FAILED WITH THE FOLLOWING VOTE:

YES: 3 – COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

NO: 3 - COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES

D-4 Acceptance of Fresno River Trail – Union Pacific Railroad (UPRR) & Gateway Undercrossing Project, Federal Project No. ATPCML 5157 (100), City Project No. PK-08

Recommendation: Adopt a Minute Order Approving:

1) Acceptance of the Construction of Fresno River Trail - UPRR & Gateway Undercrossing Project, Federal Project No. ATPCML 5157 (100), City Project No. PK-08; and

2) The Recording of Notice of Completion; and

3) The Release of Retention 35 days after Recording of the Notice of Completion (Report by Keith Helmuth)

No public comment. Public comment was closed.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-4 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

D-5 Assignment of Grant Administrator Classification to the Competitive Service, represented by the Mid Management Employee Group (MM)

Recommendation: Adopt a Resolution

1) Designating the Grant Administrator Classification as a Competitive Service Position Represented by MM and Assigning the Position to Salary Range 446; and

2) Introduce an Ordinance Amending Subsection E of §2-2.305 of Title II of the Madera Municipal Code Relating to Civil Service and Exceptions to the Competitive Service (Report by Wendy Silva)

No public comment. Public comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM D-5 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: NONE. DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

RES 21-124 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE RATE OF COMPENSATION FOR THE GRANT ADMINISTRATOR CLASSIFICATION

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING SUBSECTION E OF §2-2.305 OF TITLE II OF THE MADERA MUNICIPAL CODE RELATING TO CIVIL SERVICE AND EXCEPTIONS TO THE COMPETITIVE SERVICE

E. ADMINISTRATIVE REPORTS: None

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

Councilmember Gallegos congratulated Valley West Christian Church on their 34th Anniversary.

Councilmember Rodriguez thanked everyone who attended the Habitat for Humanity event where the Alvarez family was presented with a home.

Councilmember Montes also acknowledged the Habitat for Humanity event.

Councilmember Evans thanked Habitat for Humanity and staff for securing housing for residents. She thanked Fire Chief Matthew Watson for the Fire Department's quick response to the fire that took place next door to her.

Mayor Pro Tem Villegas had nothing to report.

Mayor Garcia acknowledged Fire Chief Matthew Watson and the Fire Department for their hard work. He also recognized the Planning, Engineering and Building Departments for their dedication to the many projects that the City has undertaken.

G. CLOSED SESSION:

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

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 9:24 p.m.

Council returned from Closed Session at 9:41 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

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

ADJOURNMENT: The meeting was adjourned at 9:41 p.m. Next regular meeting on September 15, 2021.

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: July 20, 2022

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for June 25, 2022 to July 8, 2022

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of June 25, 2022 to July 8, 2022 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	33216– 33353	$364,804.06

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$969,835.35
SDI	EDD	$4,083.96
CalPERS Payment	CalPERS	$125,031.31

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2021/2022 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 2021/2022 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

July 20, 2022

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
33216	06/28/2022	PD OPS	SUPP LAW ENF	KER'S GAS & LUBE, INC.	05/22 PD CAR WASHES	$ 455.00
33217	06/28/2022	HR	SA ADMIN	ANTHEM BLUE CROSS	CITY PAID RETIREE RX BILL 07/22-06/23	$ 706.56
33217	06/28/2022	HR	HOUSING FUND	ANTHEM BLUE CROSS	CITY PAID RETIREE RX BILL 07/22-06/23	$ 198.72
33217	06/28/2022	HR	NONHOUSING BOND	ANTHEM BLUE CROSS	CITY PAID RETIREE RX BILL 07/22-06/23	$ 198.72
33218	06/28/2022	HR	SA ADMIN	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL 07/22-06/23	$ 1,707.26
33218	06/28/2022	HR	HOUSING FUND	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL 07/22-06/23	$ 480.17
33218	06/28/2022	HR	NONHOUSING BOND	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL 07/22-06/23	$ 480.17
33219	06/28/2022	PD OPS	SUPP LAW ENF	LEATHAM FAMILY, LLC	BADGE & UNIFORM SUPPLIES	$ 1,541.70
33220	06/28/2022	PD OPS	SUPP LAW ENF	TIM J LAW	EMPLOYMENT BACKGROUND	$ 700.00
33221	06/28/2022	PD OPS	TOBACCO LAW ENF	ANDREW J. MEDELLIN	SIGN - CITY PARKS RULES &N HOURS	$ 600.00
33222	06/28/2022	CITY CLERK	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	$ 33,708.29
33223	06/28/2022	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	05/22 TRANSIT OPERATOR	$ 78,974.07
33223	06/28/2022	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	05/22 TRANSIT OPERATOR	$ 44,526.42
33224	06/28/2022	PD OPS	MEAS K - PD	TRILOGY MEDWASTE WEST LLC	STOP FEE - NO WASTE	$ 58.50
33225	06/28/2022	GRANTS	CDBG PUB IMPR	HABITAT FOR HUMANITY FRESNO INC.	CDBG 21-22 EXTERIOR PAINT PROGRAM	$ 11,755.35
33226	06/28/2022	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	$ 533.18
33227	06/28/2022	GRANTS	CALTRANS - TRANSIT	WSP USA INC.	MADERA TRANSIT PLAN CONSULTANT	$ 7,204.99
33228	06/28/2022	GRANTS	CDBG ADMIN	CITY DATA SERVICES LLC	MONTHLY MAINTENANCE - 03/22-06/22	$ 2,500.00
33229	06/28/2022	ENGINEERING	SEWER CAPITAL	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SERVICES	$ 62,328.65
33230	06/28/2022	WWTP	WWTP	DELLAVALLE LABORATORY,INC.	PERMIT COMPLIANCE LAB	$ 6,080.00
33231	06/28/2022	FINANCE	AIRPORT OPS	AT&T	05/22 SERVICE 831-000-6408-576	$ 592.74
33231	06/28/2022	FINANCE	BUILDING	AT&T	05/22 SERVICE 831-000-6408-576	$ 120.62
33231	06/28/2022	FINANCE	CITY ATTORNEY	AT&T	05/22 SERVICE 831-000-6408-576	$ 39.29
33231	06/28/2022	FINANCE	CITY CLERK	AT&T	05/22 SERVICE 831-000-6408-576	$ 33.08
33231	06/28/2022	FINANCE	CODE ENF	AT&T	05/22 SERVICE 831-000-6408-576	$ 660.97
33231	06/28/2022	FINANCE	COMM & REC	AT&T	05/22 SERVICE 831-000-6408-576	$ 1,846.45
33231	06/28/2022	FINANCE	COMPUTER MAINT	AT&T	05/22 SERVICE 831-000-6408-576	$ 124.75
33231	06/28/2022	FINANCE	ENGINEERING	AT&T	05/22 SERVICE 831-000-6408-576	$ 277.07
33231	06/28/2022	FINANCE	FINANCE	AT&T	05/22 SERVICE 831-000-6408-576	$ 94.42
33231	06/28/2022	FINANCE	FIRE	AT&T	05/22 SERVICE 831-000-6408-576	$ 1,186.17
33231	06/28/2022	FINANCE	GRANT OVERSIGHT	AT&T	05/22 SERVICE 831-000-6408-576	$ 115.79
33231	06/28/2022	FINANCE	HR/RISK MGT	AT&T	05/22 SERVICE 831-000-6408-576	$ 78.57
33231	06/28/2022	FINANCE	MEAS K - FIRE	AT&T	06/22 FIRSTNET SVS 9391068734	$ 44.10
33231	06/28/2022	FINANCE	PLANNING	AT&T	05/22 SERVICE 831-000-6408-576	$ 101.32

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
33231	06/28/2022	FINANCE	UB - GARBAGE	AT&T	05/22 SERVICE 831-000-6408-576	$ 230.20
33231	06/28/2022	FINANCE	UB - SEWER	AT&T	05/22 SERVICE 831-000-6408-576	$ 230.20
33231	06/28/2022	FINANCE	UB - WATER	AT&T	05/22 SERVICE 831-000-6408-576	$ 460.41
33231	06/28/2022	FINANCE	CITY MANAGER	AT&T	05/22 SERVICE 831-000-6408-576	$ 39.29
33231	06/28/2022	FINANCE	PD OPS	AT&T	05/22 SERVICE 831-000-6408-576	$ 660.97
33231	06/28/2022	FINANCE	PD OPS	AT&T	05/22 FIRSTNET SVS 9391026401	$ 22.43
33232	06/28/2022	FINANCE	COMM & REC	AT&T	05/22 FIRSTNET SVS 9391026396	$ 257.76
33232	06/28/2022	FINANCE	SR CITIZEN COMM	AT&T	05/22 FIRSTNET SVS 9391026398	$ 22.43
33232	06/28/2022	FINANCE	SR CITIZEN COMM	AT&T	05/22 FIRSTNET SVS 9391026403	$ 25.38
33232	06/28/2022	FINANCE	PD OPS	AT&T	05/22 FIRSTNET SVS 9391059143	$ 1,085.52
33233	06/28/2022	FINANCE	BUILDING	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	BUILDING	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	CITY CLERK	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 88.06
33233	06/28/2022	FINANCE	CITY CLERK	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 88.06
33233	06/28/2022	FINANCE	CITY COUNCIL	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 281.68
33233	06/28/2022	FINANCE	CITY COUNCIL	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 281.68
33233	06/28/2022	FINANCE	CODE ENF	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	CODE ENF	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	COMPUTER MAINT	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 353.92
33233	06/28/2022	FINANCE	COMPUTER MAINT	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 373.65
33233	06/28/2022	FINANCE	ENGINEERING	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 196.28
33233	06/28/2022	FINANCE	ENGINEERING	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 196.28
33233	06/28/2022	FINANCE	FACILITIES MAINT	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 690.69
33233	06/28/2022	FINANCE	FACILITIES MAINT	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 690.69
33233	06/28/2022	FINANCE	FINANCE	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 98.14
33233	06/28/2022	FINANCE	FINANCE	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 98.14
33233	06/28/2022	FINANCE	FLEET MAINT	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 44.03
33233	06/28/2022	FINANCE	FLEET MAINT	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 44.03
33233	06/28/2022	FINANCE	GRANT OVERSIGHT	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	GRANT OVERSIGHT	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	HR/RISK MGT	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	HR/RISK MGT	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	PARKS	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	PARKS	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	STREETS	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	STREETS	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	UB - GARBAGE	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 11.00

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33233	06/28/2022	FINANCE	UB - GARBAGE	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 11.00
33233	06/28/2022	FINANCE	UB - SEWER	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 11.01
33233	06/28/2022	FINANCE	UB - SEWER	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 11.01
33233	06/28/2022	FINANCE	UB - WATER	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 22.02
33233	06/28/2022	FINANCE	UB - WATER	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 22.02
33233	06/28/2022	FINANCE	WWTP	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	WWTP	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	MEAS K - PD	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 89.31
33233	06/28/2022	FINANCE	MEAS K - PD	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 89.31
33233	06/28/2022	FINANCE	CITY MANAGER	AT&T	04/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	CITY MANAGER	AT&T	05/22 FIRSTNET SERVICE 287302656036	$ 49.07
33233	06/28/2022	FINANCE	PD OPS	AT&T	04/22 FIRSTNET SERVICE 287302965625	$ 4,897.28
33233	06/28/2022	FINANCE	PD OPS	AT&T	05/22 FIRSTNET SERVICE 287302965625	$ 4,920.56
33234	06/28/2022	CITY CLERK	GENERAL FUND	AMERICAN LEGAL PUBLISHING CORP	MUNI CODE INTERNET	$ 495.00
33235	06/28/2022	GRANTS	INTERMODAL BLDG	ARAMARK UNIFORM SERVICES	JANITORIAL CLEANING/MATS - TRANSIT	$ 41.90
33236	06/28/2022	HR	GENERAL FUND	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL 07/22-06/23	$ 1,922.40
33237	06/28/2022	HR	GENERAL FUND	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 07/22-06/23	$ 2,748.00
33238	06/28/2022	PARKS ADMIN	SPORTS PROGRAMS	BSN SPORTS	ADULT SOFTBALLS	$ 401.15
33239	06/28/2022	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 05/22	$ 63.73
33239	06/28/2022	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 05/22	$ 18.86
33239	06/28/2022	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 05/22	$ 18.92
33239	06/28/2022	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 05/22	$ 135.45
33239	06/28/2022	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 05/22	$ 90.62
33239	06/28/2022	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 05/22	$ 36.86
33239	06/28/2022	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 05/22	$ 126.49
33239	06/28/2022	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 05/22	$ 27.87
33239	06/28/2022	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 05/22	$ 99.59
33239	06/28/2022	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 05/22	$ 18.92
33239	06/28/2022	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 05/22	$ 36.86
33239	06/28/2022	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 05/22	$ 36.86
33239	06/28/2022	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 05/22	$ 45.79
33239	06/28/2022	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 05/22	$ 36.83
33239	06/28/2022	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 05/22	$ 45.48
33239	06/28/2022	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 05/22	$ 45.80
33239	06/28/2022	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 05/22	$ 54.77
33239	06/28/2022	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 05/22	$ 32.34
33239	06/28/2022	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 05/22	$ 36.83

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33239	06/28/2022	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 05/22	$ 36.83
33239	06/28/2022	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 05/22	$ 30.11
33239	06/28/2022	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 05/22	$ 30.11
33239	06/28/2022	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 05/22	$ 59.25
33239	06/28/2022	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 05/22	$ 41.31
33239	06/28/2022	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 05/22	$ 18.92
33239	06/28/2022	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 05/22	$ 27.87
33239	06/28/2022	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 05/22	$ 18.86
33239	06/28/2022	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 05/22	$ 27.87
33240	06/28/2022	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 850.00
33241	06/28/2022	GRANTS	TRANSIT CENTER	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT 07/22	$ 80.00
33242	06/28/2022	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 06/01/22-06/15/22	$ 20,700.00
33243	06/28/2022	PARKS	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	$ 1,450.56
33244	06/28/2022	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	PROFESSIONAL SERVICES	$ 1,505.00
33245	06/28/2022	FLEET MAINT	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 08/21	$ 16.02
33245	06/28/2022	FLEET MAINT	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 02/22	$ 6.76
33245	06/28/2022	FLEET MAINT	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 05/21	$ 10.25
33245	06/28/2022	FLEET MAINT	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 08/21	$ 125.10
33245	06/28/2022	FLEET MAINT	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 02/22	$ 17.31
33245	06/28/2022	FLEET MAINT	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 05/21	$ 125.60
33245	06/28/2022	FLEET MAINT	FLEET MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 02/22	$ 12.70
33245	06/28/2022	FLEET MAINT	FLEET MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 05/21	$ 4.85
33245	06/28/2022	FLEET MAINT	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 08/21	$ 228.08
33245	06/28/2022	FLEET MAINT	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 02/22	$ 113.98
33245	06/28/2022	FLEET MAINT	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 05/21	$ 161.75
33245	06/28/2022	FLEET MAINT	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 08/21	$ 65.55
33245	06/28/2022	FLEET MAINT	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 02/22	$ 92.48
33245	06/28/2022	FLEET MAINT	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 05/21	$ 83.00
33246	06/28/2022	PD OPS	SUPP LAW ENF	OCCU-MED, LTD.	EXAM SERVICES	$ 900.00
33247	06/28/2022	PARKS	PARKS	PARK ASSOCIATES	PAN-AM PLAYGROUND	$ 185.31
33248	06/28/2022	PD OPS	PD OPS	PECK'S PRINTERY	STAMP REFILLS	$ 25.98
33249	06/28/2022	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	$ 7,519.05
33250	06/28/2022	PW ADMIN	WATER OPS	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL CONSULTING SERVICES	$ 4,490.33
33251	06/28/2022	HR	WATER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE RX BILL 07/22-06/23	$ 657.00
33251	06/28/2022	HR	SEWER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE RX BILL 07/22-06/23	$ 657.00
33252	06/28/2022	HR	WATER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL 07/22-06/23	$ 1,464.00
33252	06/28/2022	HR	SEWER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL 07/22-06/23	$ 1,464.00

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33253	06/28/2022	WWTP	SEWER FUND	SJVAPCD	WWTP PERMIT LICENSE	$ 2,348.00
33254	06/28/2022	PARKS	PARKS	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - MILLVIEW	$ 400.00
33254	06/28/2022	PARKS	PARKS	TECH. MASTER PEST MANAGEMENT	GOPHER CONTROL - LTC	$ 150.00
33255	06/28/2022	ENGINEERING	FAU CMAQ	TJKM TRANSPORTATION CONSULTANTS	PROFESSIONAL CONSULTING SERVICES	$ 7,346.45
33255	06/28/2022	ENGINEERING	LTF - STREETS	TJKM TRANSPORTATION CONSULTANTS	PROFESSIONAL CONSULTING SERVICES	$ 1,024.67
33256	06/28/2022	ENGINEERING	LTF - STREETS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW - OLIVE ST POST 184.5-185.0	$ 172.00
33257	06/28/2022	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 64.75
33257	06/28/2022	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 152.85
33257	06/28/2022	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 76.02
33257	06/28/2022	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 50.95
33257	06/28/2022	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 50.95
33257	06/28/2022	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 152.04
33257	06/28/2022	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 2.22
33257	06/28/2022	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 38.01
33257	06/28/2022	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 139.74
33257	06/28/2022	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 101.90
33257	06/28/2022	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 12.96
33257	06/28/2022	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 9.19
33257	06/28/2022	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 0.47
33257	06/28/2022	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 4.49
33257	06/28/2022	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 144.08
33257	06/28/2022	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 38.01
33257	06/28/2022	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 111.20
33257	06/28/2022	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 40.80
33257	06/28/2022	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 45.80
33257	06/28/2022	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/22-06/10/22	$ 533.78
33258	06/28/2022	PARKS	PARKS	WEST COAST ARBORISTS, INC.	TREE TRIMMING	$ 10,800.00
33259	06/28/2022	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 84.76
33259	06/28/2022	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 1.50
33260	06/28/2022	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 317.68
33261	06/28/2022	BUILDING	BUILDING	BLDING/PLAN REFNDS	REFUND DOUBLE PAYMENT	$ 499.69
33262	06/28/2022	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 158.81
33263	06/28/2022	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 150.00
33264	06/28/2022	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 156.72
33265	06/28/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1123 N D	$ 136.54
33266	06/28/2022	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 6612025-501417	$ 18.41
33267	06/28/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1010 CUTTING	$ 128.76

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
33216-33353		VOID	VOID	VOID	VOID	$ -
97	06/30/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,348.50
98	06/30/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 3,388.60
			BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL			**$ 364,804.06**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission met July 5, 2022, and approved eligibility lists for the following classifications:

- Senior Civil Engineer
- Police Lieutenant
- Police Officer Trainee

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

Table 1: New Hires and Re-hires

Name	*Position*	*Department*	*Status**	*Effective Date*
Andrea Ruiz	Program Leader II	Parks & Community Services	PT	6/15/22
Elise Zuniga	Program Leader I	Parks & Community Services	PT	6/15/22

Table 1: New Hires and Re-Hires, continued				
Name	*Position*	*Department*	*Status**	*Effective Date*
Valeria Ramos Lira	Program Leader I	Parks & Community Services	PT	6/15/22
Daniel Arellano	Program Leader I	Parks & Community Services	PT	6/15/22
Elias Barrios	Program Leader I	Parks & Community Services	PT	6/15/22
Vanessa Cedeno Manzo	Program Leader I	Parks & Community Services	PT	6/15/22
Alannah Ward	Program Leader I	Parks & Community Services	PT	6/16/22
Melissa Martinez	Records Clerk	Police Department	FT	6/18/22
Joseph Eischen	Police Officer Trainee	Police Department	FT	6/18/22
Yvonne Hamilton	Program Leader II	Parks & Community Services	PT	6/21/22
Desirae Velasco	Program Leader I	Parks & Community Services	PT	6/21/22
Damian Bispham	Program Leader I	Parks & Community Services	PT	6/22/21
Juan Pablo Balbuena Moreno	Program Leader I	Parks & Community Services	PT	6/27/22
Brandon Xiong	Water System Worker I	Public Works – Water Division	FT	7/5/22
Jesus Vezquez-Sotelo	Combination Building Inspector	Community Development – Building	FT	7/5/22
Ciara Rousey	Program Leader I	Parks & Community Services	PT	7/5/22
Thomas Palacios	Program Leader I	Parks & Community Services	PT	7/7/22
Roger Sanchez	Part Time Director of Financial Services	Finance	PT	7/8/22

*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*
Eric Battles	Administrative Analyst I	Administrative Analyst II	6/17/22
Martin Mendoza Rios	Water System Worker II	Water Quality Specialist I	6/18/22
Ruben Hernandez	Police Officer Trainee	Police Officer I	7/2/22
Salvador Zaragoza	Police Officer Trainee	Police Officer I	7/2/22
Jeremy Trinh	Police Officer Trainee	Police Officer I	7/2/22
Scott Wu	Police Officer Trainee	Police Officer I	7/2/22
Javier Valdez	Streets & Storm Drainage Supervisor	Streets & Storm Drainage Operations Manager (out-of-class assignment)	7/11/22
Jamie Hickman	Streets & Storm Drainage Operations Manager	Interim Public Works Operations Director	7/11/22
Mark Trukki	Police Sergeant	Police Lieutenant	7/15/22
Gabriel Mayorga Aguilar	Animal Control Officer	Neighborhood Preservation Specialist I	7/16/22

The following employees separated from employment since our last report.

Table 3: Separations				
Name	*Position*	*Department*	*Status**	*Effective Date*
Hannah Flores	Public Safety Dispatcher	Police Department	FT	6/23/22
Sean Plymale	Police Officer II	Police Department	FT	6/24/22
Kristine Hodges	Public Safety Dispatcher	Police Department	FT	7/4/22
Daniel Foss	Police Lieutenant	Police Department	FT	7/8/22
Elizabeth Ruiz	Administrative Assistant	Finance/Parks & Community Services	FT	7/8/22

*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

REPORT TO CITY COUNCIL

Council Meeting of: July 20, 2022

Agenda Number: B-4

Kingsley Okereke, Interim Finance Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Contract Award for Request for Proposals (RFP) 202122-13 Account Collection Services to CB Services, Inc.

RECOMMENDATION:

Adopt a resolution awarding the Contract to CB Business Services, Inc. for RFP 202122-13, Account Collection Services.

SUMMARY:

The City is in need of collection services to assist in the collection of various past due accounts. This agreement will allow for those services to be provided in a consistent and responsible manner. Three proposals were received and opened by the Procurement Services Manager on Friday, April 29, 2022. Only proposals that were deemed responsive and met all requirements set forth in the RFP were evaluated. The firm with the best overall proposal that would benefit the City and had the highest score based on the established evaluation criterion was CB Merchant Services. CB Merchant has been the current collection agency since 2015. Commission charged is 22% for all collection services. Delinquent bills are sent to agency after 60+ days of attempted collection by the City.

DISCUSSION:

The advertisement for the RFP was duly noticed in the *Madera Tribune* newspaper on March 30, 2022. The RFP was distributed to a list of collection agencies that included firms from the City's internal list of vendors and firms that City staff found online. The RFP was also posted on EBidBoard.com, an online listing service for bids and RFPs accessible from the City's website as well as to other firms that regularly access EBidBoard's website directly; and posted on the Purchasing page of the City's website.

On Friday, April 29, 2022, three proposals were received and opened by the Procurement Services Manager. All three proposals were deemed responsive and met all requirements set

forth in the RFP. These proposals were then evaluated by an evaluation team comprised of City Finance staff.

The responses received are listed in order of rank in Table 1.

Table 1*: Ranking of Responsive Proposals Received*		
Rank	*Contractor*	*Score*
1	CB Merchant Services, Inc.	455
2	IC System, Inc.	437
3	Cedars Business Services, LLC.	433

Evaluation details and scores are listed in Table 2.

Table 2*: Evaluation Details*			
Criteria	*Firm 1*	*Firm 2*	*Firm 3*
Completeness of the response	116.67	108.33	108.33
Qualifications and experience	108.33	100.00	100.00
Scope of services	116.67	116.67	125.00
References	100	86.67	80.00
Fee schedule	13.33	25.00	20.00
Final Weighted Score:	*455*	*437*	*433*

After evaluation, the firm with the best overall proposal that would benefit the City and highest score based on criteria identified in the RFP was CB Merchant Services.

FINANCIAL IMPACT:

This agreement allows all charges for services to be deducted from actual funds collected. The City will not be invoiced for any expenses relating to this agreement.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Collection services are not addressed in the Vision and Action Plan, nor is it in conflict with the Plan.

ALTERNATIVES:

Alternatively, Council may elect to award to a different reject all proposals received, and request staff publish a new RFP.

ATTACHMENTS:

1. Contract Award Resolution
2. City Profession Services Agreement
3. Proposal/Scope of Service
4. Cost Proposal

ATTACHMENT 1

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR ACCOUNT COLLECTION SERVICES, RFP 202122-13 TO CB MERCHANT SERVICES, INC.

WHEREAS, on April 29, 2022, the City of Madera (City) Purchasing Division advertised Request for Proposals 202122-13 for account collection services;and

WHEREAS, three sealed proposals were received on May 29, 2022, and opened by the Procurement Services Manager; and

WHEREAS, CB Merchant Services, Inc. received the highest evaluation score; and

WHEREAS, the prices proposed for services as indicated in the proposal from CB Merchant Services, Inc. are found to be fair and reasonable;

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 contract for Account Collection Services in the amount of $118,432.00 with CB Business Services, Inc., a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.

4. This Resolution is effective immediately upon adoption.

****

ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

CB MERCHANT SERVICES, INC.

This Professional Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and CB Merchant Services, Inc. ("Service Provider"). This Agreement shall be effective on the date signed by City which shall occur after execution by Service Provider ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a service provider to provide account collection services.

B. Service provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a service provider and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Service Provider to perform the requested Services on the basis of Service Provider's demonstrated competence and professional qualifications.

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

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

AGREEMENT

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

2. Commencement of Services; Term of Agreement. Service Provider shall begin work after receipt of the Notice to Proceed. Service Provider shall there upon work diligently, through June 30, 2024 and continuously provide all the required services and activities described herein. The term of the contract shall be for a two-year firm fixed price contract. CITY and SERVICE PROVIDER may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

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

(b) Additional Services. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement attached hereto as **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Service Provider shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Service Provider.

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

(a) Collection fees for services rendered shall be deducted from the collection of delinquent revenue, based on the commission fee schedule described in *Exhibit B*.

(b) No invoices for services are to be submitted to the City for payment processing.

(c) Compensation to Service Provider for work performed under this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

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

5. Qualifications, and Professional Standards. Service Provider represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement. Service Provider represents that to the extent Service Provider utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Service Provider also expressly represents that both Service Provider and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Service Provider and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Service Provider shall before commencing any

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

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

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

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

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Service Provider or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Service Provider shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Service Provider shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

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

12. City Name and Logo. Service Provider shall not use City's name or insignia, photographs relating

to the City projects for which Service Provider's services are rendered, or any publicity pertaining to the Service Provider's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

15. City Right to Employ Other Service Providers. This Agreement is non-exclusive with Service Provider. City reserves the right to employ other Service Providers in connection with the Services.

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

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

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

c. Compensation to Service Provider Upon Termination. In the event termination is not due to fault attributable to Service Provider and provided all other conditions for payment have been met, Service Provider shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Service Provider 's compensation has not become due, Service Provider shall be paid the reasonable value of its services provided. However,

in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Service Provider's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

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

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

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

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

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

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

To City: Jennifer Stickman
City of Madera
205 W. Fourth
Madera, CA 93637
Email: jstickman@madera.gov

To Service Provider: Linda Guinn
CB Merchant Services, Inc.
P.O. Box 209
Stockton, CA 95201
Email: lguinn@cbmerchantservices.com

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

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

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

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

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

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Service Provider in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

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

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no

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

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

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

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

[**SIGNATURES ON FOLLOWING PAGE**]

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

CB MERCHANT SERVICES, INC.

By: _____
Linda Guinn, CEO

Date: _____

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

City of Madera
Account Collection Services

RFP 202122-13

April 26, 2022

ATTACHMENT 3

Jennifer Stickman, Procurement Services Manager
Finance Department
City of Madera
205 W. 4th Street
Madera, CA 95637

Dear Ms. Jennifer Stickman:

C B Merchant Services is pleased to present this proposal to City of Madera for the City's request for Account Collection Services. C B Merchant Services is a professional collection agency established in 1917 (105 years ago) as a mutual benefit, not for Profit Corporation, incorporated in 1950. Our California Corp number is C0250210. We believe our proven ability to successfully resolve unpaid accounts for our clients is a direct reflection of our 105 years in business, especially since we work for free until we collect. In this proposal we will summarize our experience, firm philosophy, our people, our clients, and our concern for the communities we serve. We will also discuss the specific services we will provide to the City of Madera accompanied by our proposal fees and timeline for the performance which will ensure profitability of the program for both the City of Madera and C B Merchant Services. C B Merchant Services has decades of experience working with Cities like the City of Madera.

We are local (California) business with state-of–the-art resources and the depth and expertise needed to effectively serve the City of Madera. We understand how important it is to treat your customers and consumers in a dignified, professional, and congenial manner while working cooperatively to resolve their outstanding accounts. We are located, nearby, in the heart of San Joaquin County; our office address is 217 N. San Joaquin St. Stockton, CA. 95202. We hope that you will agree that our experience and professionalism combined with our state-of-the-art resources makes C B Merchant Services the best agency qualified to work with your constituents to resolve their unpaid accounts.

The individual authorized to execute this contract is Linda A. Guinn, CEO/President lguinn@cbmerchantservices.com at 209-944-9001 or 800-399-2400. Please allow this letter of transmittal to confirm that we have carefully read and understand this proposal. C B Merchant Services will comply with all the terms and conditions as stated in the RFP.

Your primary contact and the person assigned to manage your account relationship is our Collection and Compliance Manager, Ana Molina. Ana and her team possess the municipal government knowledge and hands on experience in implementing and managing client relationships with similar requirements, such as yours. Ana Molina is located in our corporate office in Stockton and her email is amolina@cbmerchantservices.com or via phone 1-800-399-2400 x 124.

CBMS will provide you and your customers the highest level of customer service thru our commitment to transparency, accountability and communication. We look forward to serving you and your clients.

Sincerely,

Linda A Guinn

Linda A. Guinn
CEO/President

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TAB B Agency Profile

Agency overview

General overview of agency, customer service philosophy, and identification of the primary office or branch that the City will be assigned to and where the city will send it business. What set the agency's government collection apart from others?

Any agency can collect money. Achieving competitive results while providing superior service and actually improving client relations takes a special kind of agency- and that is C B Merchant Services. C B Merchant Services (CBMS) is a full-service accounts receivable management company located in San Joaquin County, California.Founded in 1917 by the Stockton Merchants Association, CBMS is a mutual benefit, not-for- Profit Company. As a not for profit organization, **our focus is on your financial health** and all that that encompasses. While other agencies define success by profitability, as a not for profit, we define success by client retention, employee retention, and the excellence of our reputation. As a result, CBMS has grown to become an industry leader in resolving and collecting City, County and State government delinquent accounts throughout California.

C B Merchant Services distinguishes itself from other agencies in a variety of ways including exceptional client relations, customized processes that conform to your requirements, dedicated client services, hands-on portfolio management, and more.

Exceptional Client Relations

At CBMS, we approach our client as an advocate, not an adversary. Our first and primary efforts are to help your client get their bill paid. We will work with your client to assist them with questions.

Customized Processes Conform to Your Requirements

Unlike many agencies, we have no interest in requiring our clients to conform to our policies and procedures. We are interested, however, in working with you and your staff to develop what you fill is an ideal agency relationship. By gaining a clear understanding of exactly what you are looking for in an agency, we will design a customized "total service package" to give you precisely the service you need. Whether our primary mission is exceeding performance goals and service requirements, CBMS is committed to meet and exceed your expectations. Our goal is to continually develop better and more profitable solutions for each of our clients in a user-friendly relationship that, according to your definition, will set the standard for client service.

Client service is far more than a clerical function at CBMS. Our Client Services Department is focused on providing superior, pro-active service designed to reduce your administrative burden and create a user friendly relationship for your management team and staff. This begins long before the first placement of accounts.

Hands-on Portfolio Management

CBMS has assigned Compliance and Collection Manager, Ana Molina as contract manager for this contract. Ana and her team will work with you to ensure that we meet or exceed your expectations for this contract. Ana is located at our corporate headquarters at 217 N San Joaquin St. Stockton, Ca. 95202. She can be reached by phone (209) 944-9001 ex 124 or via email amolina@cbmerchantservices.com.

Ana and the entire CBMS team look forward to partnering with the City of Madera on this contract.

Ownership and Legal Status

CBMS is a member-owned, mutual benefit, not-for-profit Corporation serving thousands of clients throughout California.

Corporate Names and Business Entities

We operate under the name C B Merchant Services, formally known as the Credit Bureau of Stockton. There are no other current, business entities associated with CBMS.

Our corporate headquarters is located at 217 N. San Joaquin Street, Stockton, California 95202. CBMS owns this property and we have been located here since 1981. All work for this contract will be performed from this location.

Customer Service Philosophy

At CBMS, we approach your customer as advocate, not adversary. We will work with your customer in a collaborative manner to assist them with questions and we will guide them thru various repayment options available to resolve the account. Our first and primary efforts are to help your customers pay their bills. Our customers are the most important part of our daily business; they are not dependent on us. We are dependent on them. They are not an interruption to our work. They are the purpose of it. They are not an outsider in our business. They are part of it. We are not doing them a favor by serving them. They are doing us a favor by *giving* us an opportunity to serve them.

What sets your company apart from others providing similar services?

C B Merchant Services distinguishes itself from other agencies in a variety of ways including exceptional client relations, customized processes that conform to your requirements, dedicated client services, hands-on portfolio management, and more.

Any agency can collect money. Achieving competitive results while providing superior service and actually improving customer relations takes a specialkind of agency—and that is CBMS. Established in 1917, as a mutual benefit not for Profit Corporation, our focus is on your financial health and all that that encompasses. While other agencies define success by profitability, as a not for profit, we define success by client retention, employee retention, and the excellence of our reputation. As a result, CBMS has grown to become an industry leader in resolving and collecting City, County and State government delinquent accounts throughout California.

Experience

Describe the agency's direct experience in servicing public sector clients. Please include: the number of public agency clients and agency's knowledge of and adherence to the California Government Code and other applicable laws. Provide statistical data showing measurable data related to accounts listed and collection results.

Currently, CBMS is honored to service 20 public agencies representing multiple debt types. CBMS has experience on these types of government accounts: Utilities, Administrative Citation, Jail booking fees, Abatement fees, Animal Control, Police and Fire Alarm Permits and fines, Business license, Returned Checks, Contract property lease, Cobra Benefits, Payroll overpayments, Code Enforcement, Central Parking, Consumer & Commercial Sewer, Probation orders, Public Works damages, Police Dept. DUI, Encroachment Permits, Escort Police, Firework Enforcement, Fire False Alarms, Fire Inspections, Fire prevention inspection, Graffiti Vandalism, Recovery of Cost, , Commercial storm drain, Water billing, Waste Hauling, Miscellaneous accounts, Library,

Type of Account	Accounts Listed	Collection Results
Utilities	43,761	24.3
Miscellaneous Accounts	1512	20.2
Administrative Fee	638	19.7

(Recovery Results vary based upon age and average balance of accounts at the time of assignment.)

Compliance is critical to any agency's success. During employee orientation, each employee will receive proper training on the importance of confidentiality of records, financial information, credit card numbers, credit reports, bank accounts, and any other confidential client specific information maintained by CBMS.

To ensure our collectors understand the law, CBMS staff members and managers hold the following training certifications:

- Federal Fair Debt Collection Practices Act (FDCPA) - All Staff
- California Robbins Rosenthal Act-(California FDCPA)- All Staff
- Unfair & Deceptive Acts and Practices Act – (UDAAP) - All Staff
- ACA International HCM Designation (includes Data Security)-Management
- Health Information Portability and Accountability Act (HIPAA) - All Staff
- Telemarketing Consumer Protection Act (TCPA) – All Staff
- ACA International Professional Collection Specialists – (PCS Designation) Supervisors and Management
- Professional Telephone Techniques-All Staff
- Fair Credit Report Act (FCRA)-Management
- Fact Act (FACTA)-California Fair Credit Reporting Act-Management
- Gramm Leach Bliley Act (GLBA) and Regulation F- All Staff

Relationship Management

At the CBMS helm is a team of industry leaders, ready to partner with the City of Madera on this contract. Following are biographies of our key personnel.

Linda Guinn, President/CEO (Authorized to enter into contractual agreement)

Linda Guinn has 38 years' experience in the credit reporting and collections industry. Mrs. Guinn oversees all of C B Merchant Services functions including collections, sales, accounting and financial reporting. Mrs. Guinn reports directly to the Board of Directors.

Linda Guinn is knowledgeable in the Federal Fair Debt Collection Practices Act, California -Robbins-Rosenthal Act, and the Federal and State Fair Credit Reporting Acts, Gramm Leach Bliley Act, HIPAA, Red Flag, Regulation F and a magnitude of other laws pertaining to the accounts we collect.

Linda possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

Ana Molina, Compliance & Collection Manager/Operations Manager

Ana Molina has over 35 years in the collection industry. Ms. Molina is responsible for corporate compliance and oversees all facets of the collection agency. By interacting with department supervisors, she monitors all duties such as the receipt of accounts and entering accounts (whether received manually or by automatic transmission) are processed securely according to established business protocol. Ana Molina is directly responsible for hiring, training, supervising all collection staff, in addition to regularly conducting collector and client account audits to ensure clients compliance and performance target are met. Using the DAKCS software system, she regularly reviews reports and works efficiently and professionally with sales, accounting and key management staff in order to assist clients in a professional manner.

Ana Molina is knowledgeable in the Federal Fair Debt Collection Practices Act, California -Robbins-Rosenthal Act, and the Federal and State Fair Credit Reporting Acts, Gramm Leach Bliley Act, HIPAA, Red Flag, Regulation F and a magnitude of other laws pertaining to the accounts we collect. Ana possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

Dennis Barbieri, Account Executive

Dennis has over 30 years of industry experience and is directly responsible for establishing and maintaining all client relationships for C B Merchant Services. Dennis will be your dedicated liaison to ensure you enjoy a high level of customer satisfaction. Dennis Barbieri is knowledgeable in the Federal Fair Debt Collection Practices Act, California - Robbins-Rosenthal Act, and the Federal and State Fair Credit Reporting Acts, Gramm Leach Bliley Act, HIPAA, Red Flag, Regulation F and a magnitude of other laws pertaining to the accounts we collect. Dennis possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

Lisa Shears, Accounting Manager

We at C B Merchant Services pride ourselves in providing you the highest level of transparency and financial assurances. Our financial records and internal controls are audited by a CPA accounting firm on an annual basis which provides you the highest level of financial assurance. Our accounting department is competently led by Lisa Shears. Lisa has over 20years experience in financial accounting. As the Accounting Manager she is responsible for all facets of accounts payable, accounts receivable (non-collection), posting collection payments, preparing financial statements, payroll, running month end reconciliations. Ms. Shears works efficiently and professionally with collection, sales and management staff, and assists clients in a professional manner. Lisa leads the team that is responsible for preparing your client trust statements / remittances and making sure you get paid. Lisa possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures, such as yours.

Wendy Costa, Collection Supervisor

Mrs. Costa has over 18 years' experience in the collection industry and is directly responsible for the clerical department duties such as; receiving of accounts, entering accounts (whether received manually or by automatic transmission), review of reports, supervising employees, hiring, training, and client services and account auditing. Wendy oversees all collection efforts including issues that must be escalated for resolution to ensure clients and customers receive excellent customer service. Wendy is certified on the Fair Debt Collection Practices Act, and knowledgeable of the Robbins-Rosenthal Act, and the Fair Credit Reporting Act, Gramm Leach Bliley Act, HIPAA, Red Flag act and Regulation F. Ms. Costa has earned IACCA designation as a Commercial Collection Specialist and professional designation with ACA International as a Professional Collection Specialist. Wendy possesses the municipal government knowledge and hands on experience in implementing and managing relationships with similar requirements and procedures.

TAB C: References

Please provide five (5) references that are similar size and scope of service utilization as the City, preferably cities or counties. Include the following information for each:
Contact Name and Title
Name of Customer
Address
Telephone Number
Fax Number
Number of years as Customer
Service Provided.

TAB C REFERENCES

AGENCY/COMPANY:	City of Baldwin Park
CONTACT PERSON:	Rose Tam
EMAIL ADDRESS:	RTam@baldwinpark.com
PHONE NUMBER:	626-960-4011
ADDRESS:	14403 E. Pacific Ave 2nd Fl Baldwin Park,Ca. 91706
DATE SERVICES PROVIDED:	2015
SUMMARY OF SERVICES INCLUDED:	Utilities,Fines,Permits,Misc,DUI.
AGENCY/COMPANY:	City of Galt
CONTACT PERSON:	Cathy Duly
EMAIL ADDRESS:	CDuley@cityofgalt.org
PHONE NUMBER:	(209) 366-7150
ADDRESS:	380 Civic Dr Galt,Ca.95632
DATE SERVICES PROVIDED:	1996
SUMMARY OF SERVICES INCLUDED:	Utilities,Commercial,NSF Checks,Misc
AGENCY/COMPANY:	City of Lodi
CONTACT PERSON:	Taara Sumner
EMAIL ADDRESS:	tsumner@lodi.gov
PHONE NUMBER:	209-333-6717
ADDRESS:	210 W ELM ST Lodi,Ca. 95242
DATE SERVICES PROVIDED:	1993
SUMMARY OF SERVICES INCLUDED:	Utilities,Fines, Checks,Misc.
AGENCY/COMPANY:	City of Stockton
CONTACT PERSON:	Alisha Singh
EMAIL ADDRESS:	Alisha.Singh@stocktonca.gov
PHONE NUMBER:	209-937-7179
ADDRESS:	425N. El Dorado Stockton,Ca.95202
DATE SERVICES PROVIDED:	1979
SUMMARY OF SERVICES INCLUDED:	Utilities,Fire,DUI,Alarms,Bus. Lic.,Code Enforcment
AGENCY/COMPANY:	City of Tracy
CONTACT PERSON:	Isabel Yamada
EMAIL ADDRESS:	Isabel.Yamada@CityofTracy.org
PHONE NUMBER:	(209) 831-6821
ADDRESS:	333 Civic Center Plaza Tracy, Ca.95376
DATE SERVICES PROVIDED:	1992
SUMMARY OF SERVICES INCLUDED:	Utilities,Alarms,Permits,Bus.Lic.,Code Enforcment

TAB D: Firm Qualification

Provide information on your firm's background and qualifications which addresses the following:

1. Name, address, and telephone number of contact person; and,

C B Merchant Services
217 N. San Joaquin St
P O Box 209
Stockton, CA 95201

Linda Guinn CEO/President 209-944-9001 Fax 209-944-0795

Email: lguinn@cbmerchantservices.com

Website: cbmerchantservices.com

Employ: 10 collectors

Federal Identification and/or Social Security number: 94-1160895

State in which incorporated:

Incorporated in the State of California in 1950.

2. A brief description of your firm

C B Merchant Services is a professional collections agency established in 1917 (105 years) as a mutual benefit, not for Profit Corporation. We add to the financial health of Cities and Counties throughout California by handling the tough parts of accounts receivable management-delinquent accounts

At CBMS we combine efficiency, professionalism, and persistence with a commitment to excellent client service and outstanding customer relations to maximize recovery to increase your bottom line. Our dedication to this philosophy has allowed us to build long term quality partnerships our clients, many of which are decades old.

Studies show that by increasing your telephone contacts you'll increase the likelihood your account will be paid. **"The wheel that squeaks the loudest is the one that gets the grease."** As a fully automated collection agency on the DAKCS collection system, our collectors retrieve information with the touch of a button. In addition to mailing collection notices on each account assigned, we utilize highly compliant omni channel communications (text, email, voice) to ensure consumers have the option to communicate with us in their preferred method of communication. This approach ensures "live contacts and multiple communication approaches" are made to connect with the consumer to successfully resolve the account. Live agents manually dial those accounts excluded from the dialer to ensure compliance with Telemarketing Consumer Protection Act (TCPA). By utilizing a combination of predictive & manual dialing or messaging campaigns, our collectors increase the likelihood of contacting the responsible party to arrange for payment in full on your accounts.

C B Merchant Services covers the entire collection process from initial contact to final resolution.

Our proven track record of consistently exceeding the national average reflects the quality of our people. All employees receive extensive training on the Fair Debt Collection Practices Act, Fair Credit Reporting Act, Gramm Leach Bliley Act, HIPAA, Red Flag, TCPA and other laws pertaining to the accounts we collect. C B Merchant Services collectors are required to pass State and Federal regulations tests as well as participate in continuing education.

You'll enjoy a higher rate of return due to the depth of our experience in the industry as well as our professional affiliations nationwide.

Your account information is safe with C B Merchant Services. Once you've set up your account, you may refer and manage accounts through our secure internet web portal. Private information is secure in a double fire walled computer network that is available only to authorized C B Merchant Services Clients. Records are backed up nightly, weekly and monthly. They are stored in a secure off-site location. In addition to ensure the safety of your private information, we utilize a third- party security service.

C B Merchant Services is licensed, bonded and insured to collect your delinquent accounts. In order to provide the highest level of assurance in financial reporting our financial records audited annually by a certified public accounting firm, as directed by our Board of Directors.

3. Describe any failure or refusal to complete a contract, including details and dates.

CBMS has never failed or refused to complete a contract.

4. List any disciplinary or investigative action, including audits, the past five (5) years conducted by a professional body or local, state or federal branch of government of your firm.

CBMS has never been investigated or audited by any professional body, or local state or federal branch of government.

5. **List any and all litigations, pending or final, to which you are a party that is related or similar to the services being solicited in the past five (5) years**

C B Merchant Services has not been a (Defendant) party to the following: judgments, litigations, licensing violations or any other violations in the past 5 years.

C B Merchant Services in the regular course of business is a Plaintiff on many litigations (pending or final) representing our clients in municipal court where we are seeking a judgment to collect on an assigned account. A detailed listing will be provided upon request.

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Tab E: Miscellaneous Questions:

Please respond to the following.

1. Does the agency have a toll-free number for customer service? Yes, 800-399-2400. **What are the hours of operation for customer service?** Monday- Friday 8am -5pm. Where is the customer service center located? 217 N. San Joaquin St. Stockton, Ca 95202

2. What is the agency's policy regarding installment agreement with debtors.

CBMS will follow the installment plan as set forth in the RFP. Absent a client specific installment requirement, our office policy is as follows:

Our initial letter requests payment in full on the account. Thereafter, once contact is made with the consumer, the collector through a series of questions will determine the consumer's willingness and ability to pay the account. Every effort is made to successfully negotiate either payment in full or a payment plan that the consumer will follow through with. When any promise to pay is received on an account, a code is entered into our system that requires a scheduled payment amount and due date. This account does not appear inthe collectors call queue again unless the payment is not received.

When a promise to pay is broken, the account is placed back in the calling queue for immediate follow-up. To increase the likelihood of contact, broken promises are followed up at the same time of the day that the originalpromise was made. Follow-up calls continue until payments are re-established or the account is paid in full.

Flexible Payment Options for Consumers

We offer many flexible payment options to increase likelihood of payment on the account. Consumers have the option of paying over the phone, via our secure Internet portal 24/7, via U.S. mail or by visiting our office. CBMS has seven payment windows available for walk-in traffic. We accept a variety of payment forms (Reg. E complaint) including the following:

Visa, Master Card, Discover, Personal Checks, Post-dated checks, Money orders, check by phone, Cash

Settlements are not accepted without specific authorization from the City of Madera.

3 What is the agency's policy and procedure for reporting to credit agencies?

At your option, we will report all accounts ($25.00 and up) that are placed for collection to all three credit reporting agencies. We wait a period of 60 days before reporting the account. Accounts paid in full, settled or canceled within the first 60 days are not reported. This avoids reporting those accounts that have a sincere intention to resolve their obligation. Our monthly credit reporting file is sent to the credit reporting agencies by the 5th of each month.

There is No Charge –CBMS does not charge a fee for reporting accounts

According the State and Federal law accounts referred for collection may be reported on the credit report for up to seven years, paid or unpaid, which greatly improves the potential of collecting your account over an extended horizon.

4. What is the agency's policy and procedure for obtaining judgments?

No account is for considered for judgment without written authorization from the City of Madera. CBMS uses the following procedures to help identify possible candidates for potential judgments before they are passed on for your review.

Subject to client specific limitations, unreasonable payment amounts or refusals to pay a valid claim on accounts with balances of $1000 or greater are evaluated for possible legal action. Subject to identifiable assets, with your permission, we'll go the full extent of the law to collect your account. With your authorization, we will advance all court costs and attorney fees necessary to obtain a judgment. You save the out of pocket legal costs, as well as the hassle of small claims court. Once judgment is obtained, we will promptly lien the attachable assets.

5. Are Account Analysis reports on line? Yes, CB Merchant Services has the ability to provide unlimited customized reports developed to your specific requirements. Sample reports are enclosed, however each public agency report requirements differs. We will also provide these reports in a comma delimited format for ease of manipulation. We will capture any and all data elements you desire in order to provide client specific customized reports available on demand or at scheduled intervals. Reports are also available on our client portal in real time 24 hours a day and 7 days a week.

6. What methodology, approach and resources are used in debt recovery?

Collection Letter Service (Optional) - Collection Letter Service is a free demand letter. This initial notice is mailed to the address you provide and is scrubbed and NCOA screened to ensure deliverability of the notice. This initial notice identifies the amount due City of Madera and appeals to the consumer to identify disputes, if any, and requests payment in full. Our tollfree number is provided to ensure ease of contact and open communication to discuss payment arrangements. There is no charge on amounts collected during the first ten days.

Collection Process

C B Merchant Services covers the entire collection process from initial contact to final resolution. Once assigned for collections (or following the letter service period), our first contact consists of both telephone and/or letter communication requesting payment in full and providing all the necessary disclosures, as required by law. In addition to mailing collection notices on each account assigned, predictive dialing technology ensures "live contacts" are being made on your accounts. By utilizing a combination of TCPA Compliant predictive dialing, manual dialing and/or messaging campaigns, C B Merchants increases the likelihood of contacting the responsible party to arrange for payment in full on your accounts. We recognize that many households are two income wage earners, consequently, we have extended business hours; we are available all five (5) evenings per week till 5:00 p.m. Our consumer portal is available 24/7/365.

Our ten (10) collection specialists are courteous and tactful, but firm enough to get the job done. Each account is evaluated individually based upon many factors; amount referred, age of account, consumers financial situation and financial resources. We are sensitive to customer concerns and in all cases where an error appears to have been made, we will investigate to ensure that the collection action is correct and proper. We are open to discussing payment arrangements with the consumer provided the payment amount is reasonable and the financial situation has been verified.

In addition to extended business hours (evening shifts) and a bilingual staff, we provide a number of instant pay-by-phone and web-based payment options which greatly improves our success in collecting your accounts.

We leverage the most current technology and information resources available, along with our highly trained staff, to collect more for you!

Skips and Mail Returns

Skips and mail returns require special handling and are immediately referred to our comprehensive skip tracing team prior to commencing with collections effort.

Reporting

According the State and Federal law accounts referred for collection may be reported on the credit report for seven years which greatly improves the potential of collecting your account over an extended horizon.

Legal

Unreasonable payment amounts or refusals to pay a valid claim on amounts over $1000 will be evaluated for legal action. With your permission, we'll go the full extent of the law to collect your account. With your authorization, we will advance all court costs and attorney fees necessary to obtain a judgment, when warranted. You save the out of pocket legal costs, as well as the hassle of small claims court. Once judgment is obtained, we will promptly lien the attachable assets.

C B Merchant Services has a staff of 10 collectors that will be working on your account if we are awarded your contract. Our business office consists of 10,000 square ft., and our, highly secure, scalable network permits scalable work stations as needed. We have the financial capacity and ability to ramp up workstations as needed. The average experience level in our workforce is 13 years.

The education level of our staff ranges from high school graduates, some college, and trade school and college graduates. We are able to collect nationwide thru our bonded affiliation with American Collection Association.

Our ten (10) collection specialists are courteous and tactful, but firm enough to get the job done. Each account is evaluated individually based upon many factors; amount referred, age of account, consumers financial situation and financial resources. We are sensitive to customer concerns and in all cases where an error appears to have been made, we will investigate to ensure that the collection action is correct and proper. We are open to discussing payment arrangements with the consumer provided the payment amount is reasonable and the financial situation has been verified.

7. What is your agency's estimated success rate of collection based upon various types and ages of accounts?

Based upon our inventory of similar type accounts we forecast to recover 25% of dollars assigned for City of Madera. Assignment results will vary based upon age and type of the accounts assigned and the unique demographics of the areas served.

8. Can your agency send monthly reports electronically? Yes

CB Merchant Services has the ability to provide unlimited customized reports and will capture any and all relevant data elements you desire.

Date of Customer payment

a. The City's account number for the consumer
b. Consumer's personal identification number
c. Consumer's name and date assigned

d. Date City mailed closing bill to consumer
e. Address where debt was incurred
f. Payment amount and status (partial payment or paid in full).
g. Dollar amount of each payment received which is due to the agency to cover the collection fee
h. Dollar amount of each payment received and amount due to the City
i. Remaining individual consumer account balance, if any
j. Where payment was made, to the agency or the City
k. Provide a summary total for items g, h, and i

9. Does your agency have a staff that is bi-lingual and do you have collection letters that are available in Spanish for bi-lingual customers?

Thirty-one percent of the CBMS collection team and managers speaks English and Spanish. Our collection letters are in English and Spanish. We use a language translation line when required for other languages.

10. Does your agency provided consultation on collection procedures to the City Staff? Yes, CBMS is happy to consult with the City on Account Receivable Management and compliance**.** Recent programs offered to similar type clients include (but is not limited to); How to Make a Collection Call, Skip Tracing Using the Internet, Advanced Collection Procedure, Understanding Bankruptcies; How & When to File a Claim, When to Consider Legal Action to Collect Your Account.

11. Describe your experience in dealing with delinquent utility bills, fines, liens, etc., levied against properties in foreclosure.

Collection Letter Service (Optional)

Collection Process

As a result of the economic downturn, we have substantial experience in collecting accounts for properties in foreclosure. Aside from our traditional collection processes, (Policies & Processes, Reporting & Legal), we have found we often need to locate the consumer and educate them of their financial responsibility up to the point of foreclosure. C B Merchant Services has access to online public records to verify Foreclosure Sale dates etc. With our client's permission, services billed after foreclosure are transferred to the property lien holder (bank or financial institution) for additional collection effort. We have found that most consumers, once located, are now in a better financial situation than they were when the property was in foreclosure. Once appropriate billing details are provided, we have found the consumer is usually willing to pay. Banks and Financial Institutions generally pay when receiving appropriate proof of the debt obligation. We will also work directly with title companies on letters of demand.

12 Does your agency have the means to validate address information received from the City before commencing the collection action? YES Prior to the first placement of your accounts, all accounts are scrubbed and National Change of Address (NCOA) screened to ensure deliverability prior to mailing the first collection notice. We will run your accounts thru the National Change of Address, to validate the address for the validation letter to be received by the consumer.

CBMS is very adept at locating missing debtors.
We believe that skip tracing is a natural part of the collection process, and collectors and skip tracers must have the proper training and tools to do their jobs well. We conduct real-time searches on public and proprietary records as well as conducting extensive phone data searches, which include cell phone verification, reverse look up, caller ID, and carrier contact information. Some examples of our skip trace resources (which are pulled direct to our collectors' screens) are:

- Accurint
- CLEAR

- Equifax
- RealQuest
- TLO
- Trans Union
- Vehicle Registrations
- Bankruptcies
- Real Property data
- Records of persons, criminal and court records
- Business data
- Professional Licenses
- Corporate records
- Postal tracers
- Directory assistance
- Criss-cross directories
- NCOA files
- Property owner/landlord searches
- DMV searches (in provider states)
- County tax assessors
- Neighbors
- Surname matches
- National data bases
- Neighborhood income demographics
- New Movers
- Death Index
- Phone data (cell phone, reverse look up, caller Id, carrier contact information, ported flags)

Our growth over the years is largely due to our ability to locate and recover an above-average percentage of skip accounts for our clients.

All work will be handled by trained CBMS staff, insured to handle confidential customer information.

TAB F: Implementation Plan and Cost

1. Please describe in detail, the agency's plan to implement the proposed services and to ensure a smooth, error free conversion.

During the transition phase, CBMS runs a series of internal quality control checks to ensure a smooth transition for each client. Quality control occurs in two phases: (1) internal processes and contractual requirements and (2) process testing andacceptance.

Phase One: Internal Processes and Contractual Requirements

CBMS runs a series of test accounts through our system based on each new client's requirements, prior to the first placement of that client's accounts. This provides assurance that all systems, from computers to the mailroom, are functioning properly. Quality control checkpoints will include:

- Confirm all electronic data transmission protocols andinterface requirements
- Submission and review of media
- Review reporting layouts and schedules
- Review all payment procedures

- CBMS reviews all collection procedures with respect to contractual requirements during Phase One. Any aspect of CBMS' proposed Business Plan that is not in strict compliance is modified. New client quality control checkpoints include thefollowing:
- Review and customization of all dunning and administrative notices
- Review all litigation preparation requirements and procedures
- Review all collection procedures and time frames
- Review performance goals
- Review and customization of reports including content, frequencies, and formats
- Review payment procedures
- Confirm client-specific training content
- Review quality control program interface

Phase Two: Process Testing and Acceptance

Upon approval of all of the above, CBMS will initiate all programming and procedural changes and commence training updates. Each collector will be required to pass a written exam on any specific requirements andprocedures prior to assignment of accounts.

We believe that the most important aspect of quality control is preparation. A series of three test contacts are run through our system based on your requirements, prior to the first placement of your accounts. This process validates the proper customization and operation of all systems and processes prior to receiving the first placement file.

C B Merchant services will be responsible for the conversion cost.

2. Will the agency provide on-site training for the city personnel, if needed?

YES, CBMS fully supports on-site training sessions. CBMS typically will send the number of staff that is needed for this training session, depending on the specific needs of the project. CBMS staff prepares all the training materials needed for the training session.

3. Describe in detail how the agency handles problems resolutions, customer service, day-to-day contact and ongoing maintenance of government clients.

On a daily basis sample calls and accounts are randomly monitored to ensure a high level of customer service is provided in additional to strict adherence and compliance with security policies and collection laws. If deficits are discovered in the monitoring, the employee receives immediate counseling and exposure to retraining and will recertify their commitment to comply with C B Merchant Services Policies and Procedures. Our management and staff are acutely aware of the negative impact generated by complaints made by the public. This negative impact reflects upon the entire collection industry as well as its clients. Accordingly, all staff receives special and specific training in the importance of positive consumer-relations in order to prevent complaints from ever being generated. In the rare instance that a complaint is received regarding our collection activity, CBMS will, upon notification of such complaint, immediately suspend all collection activity and present said account to senior management for review. Depending upon the nature of the complaint, senior management will interview the collector involved and the complete history of the collection activity including available call recordings. Following review of all pertinent information, senior management will advise the client of our findings, and affect the appropriate resolution of the complaint.

A log is maintained by our Client Service Department for any complaint received, and its resolution. These logs are monitored regularly by management to ensure no continued pattern of complaints exists. Additionally, copies of all related documents will be forwarded to our clients designated management, as requested.

TAB G: Service Enhancements.

Based on the information provided in the RFP and your firm's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the effectiveness of the City's collection services.

CBMS' wide range of programs and capabilities can assist you with separate and distinct programs for:

- Pre-collections: These programs include friendly reminder notices, billing follow-up calls, insurance follow-up, and diverse customized calling campaigns.
- Rapid Recovery: This Cost- effective collection letter service is designed to help enhance your internal recovery efforts before write-offs or placement with a collection agency. Collect more in house without paying traditional collection agency fees.
- Billing and follow-up (self-pay): This highly customized solution includes billing, payment processing, and courtesy follow-up calls made on behalf of the client by CBMS staff.
- Education Seminars: We offer ongoing training and educational opportunities for our clients that will assist them in the day-to-day challenges of account management. In-depth seminars include the following topics: basic collection techniques, advanced collection techniques, skiptracing, bankruptcies, document security, etc. Customized training programs are available.

If you have the need for, or like to discuss, how we can assist you with additional outsource services, we will be happy to meet with you to review your goals and gain a clear understanding of how we may help you to achieve them with a more cost-effective program to augment your current in-house efforts.

TAB H: Disaster Recovery Plan

The agency shall have and maintain a disaster recovery plan to protect the City's receivables and the confidentiality of the information contained therein. The agency shall propose an off-site storage location and plan for backing up data daily.

CBMS maintains security on all data, including backup systems in the event of system failure due to natural disaster or otherwise.

CBMS has implemented several measures to in- sure the security of our clients' data. All access to the computer system itself is protected by a multiple password scheme. If you are connecting to the system from outside of the physical CBMS facility, a password is required to get to the banner and normal user logon. Therefore, an outsider would not even know what type of system they are trying to access without first knowing this system password. Once access to the system has been granted, the user must then use a user name/password to actually use system resources. This combination is unique to each user, and identifies to the system software what capabilities that particular user is allowed to have. The system is designed so that clients are allowed to access their own accounts only.

Hardware Description

The CB Merchant Services systems server infrastructure is a virtualized environment running on HPE servers with VMWare hypervisors and the virtual servers are based on a Windows Server 2016 Active Directory Domain. The Windows domain provides all authentication, authorization, file and print, name resolution, and Group Policy services. The mail solution is based on a cloud hosted Microsoft Exchange 2013 environment.

CBMS uses a dual backup methodology. All our direct access storage devices (DASD) are redundant. We maintain a complete backup of the live data both onsite and in a secure Cloud-Hosted environment. The backups of critical systems are performed hourly during business hours. The daily backups are archived for a week, the weekly backups are archived for a month, and the monthly backups are archived for a year. Yearly backups are archived indefinitely.

Our software is supported 7 days a week, 24 hours a day. CBMS warrants that it will be able to resume full activities within 72 hours after a natural disaster disrupts our normal performance.

The Hosted mail environment consists of the following:

- Hosted Exchange 2013 server cluster

Hosted Data Center Detail (Raymar)

The Raymar facility protects our mission-critical operations and maintains the SSAE 16, SOC Certified, SAS &) Type II compliance with the ability to grow when we do.

Power

Custom uninterruptible power solutions together with our fortunate geographic position makes Raymar exempt from planned power blackouts and ensures the power will be 365 days and nights per year.

Redundancy

Raymar's network hosting, power and connectivity are all fully redundant. They are BGP-6 routed with multiple fiber-links from outside providers. They own their own IP space and are not dependent on connectivity providers for IPs. They have engineered the Data Center and all points-of-failure to be fully redundant and ready for fail-over in case of emergency. Recognizing we run mission critical Internet applications, which must be running 24/7/365, the Raymar Data Center meets or exceeds our customer requirements.

Connectivity

Utilizing proprietary network architecture and advanced routing technologies, Raymar is able to route, or transfer, data to and from our Data and Application Center, where we are directly connected to our upstream providers. This optimal routing of data traffic to and from our server hosted at the Raymar Data Center over the multiplicity of networks that comprise the Internet enables higher transmission speeds, lower instances of data packet loss and greater quality of service for the customer visiting our server or applications!

Additional Information

Kohler 250KW generator and 40KVA UPS. Monitored around-the-clock by network Engineers. Fully redundant environment, power and connectivity - Continuous Monitoring 24/7/365 - Backup - daily with offsite rotation - Quality Bandwidth and Reporting, AW Stats - Repair and Replacement - within 4 hours - Exceptional support response within 4 hours of incident - Security Services – software and hardware patches and updates - Add-ons: Control Panel, Firewalls, etc. -Optional: Customized software development on demand - Equipment Rotation Life Cycle every three (3) to five (5) years.

Secure Controls

The data centers are compliant with the Service Organization Control (SOC 1 / SSAE 16 and SOC 2) reporting standards. Renowned as the predominant credential for data centers, the criteria for SOC auditing are set forth by the American Institute of Certified Public Accountants. The operational controls and activities of the facilities are audited annually to maintain compliance.

Secure Management

The data center's engineering team proactively monitors and maintains the servers of the data center. This includes ensuring the health and optimization of hardware, overseeing OS updates, and conducting reactionary fixes for any security exploits either published or discovered.
The engineering team is on-call 24/7 for emergency support.

- **Encryption:** Data in transit from local backup devices to the data center is encrypted using AES 256-bit encryption. Certain backup products have an optional local encryption feature that enables customers to encrypt backed-up data on their local devices; this enables them to transmit encrypted data to the data center, which is stored in the data center in an encrypted manner.

- **Data Access:** Data center engineering's access to node servers is granted via RSA SSH keys and two-factor authentication.

- **Physical Access:** Physical access is guarded 24/7 by data center

security personnel. Dual biometric and RFID badge scans with activity logging is required to access Man Traps and the data center floor. Any visitors must be pre-registered, signed in by the site security personnel and escorted.

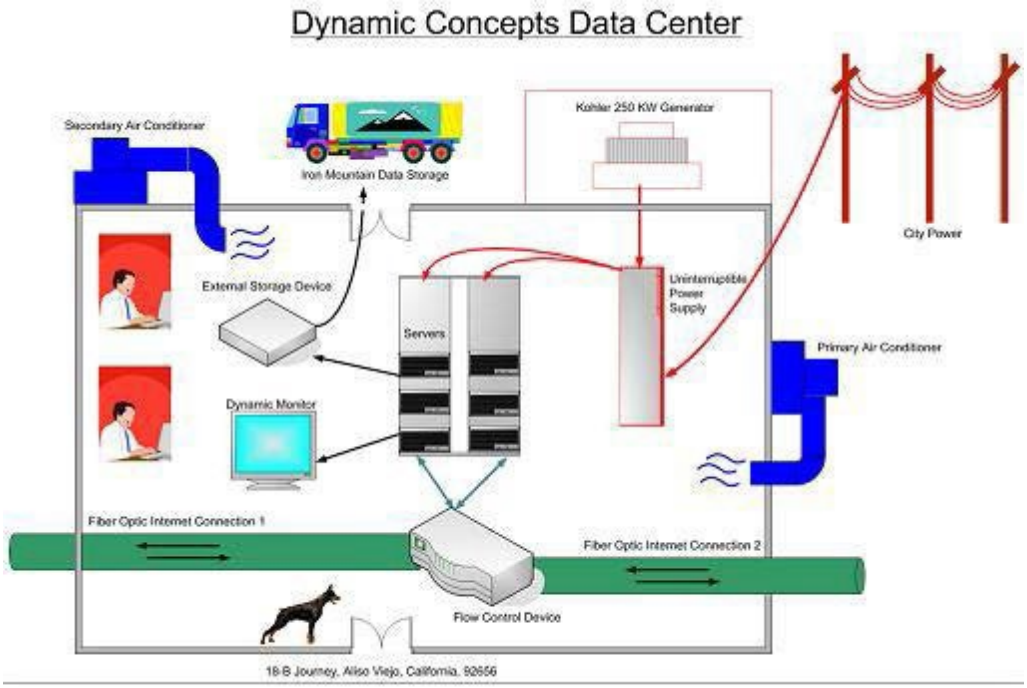
Redundant Data Centers

The data center cluster is composed of many data centers located in different countries. All US customer data is first synchronized to the primary facility in Pennsylvania. A secondary location in Utah serves as means of replication for up to 90 days of data for the primary data center for the backup devices replication for SaaS Protection 2.0 datasets. All primary sites are capable of providing users remote access to protected files and systems in the case of a disaster.

Reliable Infrastructure

The data center's colocation facility located in the USA provides for various safeguards focused on fault tolerance and security. Some of those safeguards include:

- **Power**: Utility feed, N+1 generators, and 8 dual-module UPS battery systems supply the servers.
- **Networking:** Multiple physical entry points and load balancing across three Internet Service Providers (ISP).
- **Cooling:** Industry-grade passive and active HVAC systems regulate temperature and humidity.
- **Fire Protection**: Waterless FM200 systems use vapor to extinguish fires in 10 seconds while neither conducting electricity nor causing harm to occupants.
- **Certifications**: One or more of SSAE16/ ISAE3402 SOC 1 Type II, SOC 2 Type II, ISO 2700



Raymar Data Center

TAB I-Credit Card Services

The contractor shall be capable of accepting and processing credit card payments via telephone for Visa and MasterCard as a minimum requirement. The cost for this service must be included in the overall price quoted in the bidder proposal.

Bidder agrees and will comply

TAB J Management Report Requirements:

1. **By the 10th of each month, the contractor will provide a report of their paid accounts to the Finance Department. The monthly reports shall include the information listed below.**
The name of the debtor.
The City's account number.
The original amount owed.
The data submitted
The amount paid within the prior month
Uncollectible accounts, broken out on the report by reason (i.e., bankrupt, incarcerated, deceased, public assistance recipient, etc.).
If there was change in the name, identify the original name submitted by the City
A grand total dollar amount submitted, collected and outstanding
A grand total percentage collected annually and within the prior month.

Bidder agrees and will comply. CB Merchant Services has the ability to provide unlimited customized reports and will any all relevant data elements you desire. Reports can be delivered in electronic (comma deleted) format or paper reports. Account information can be separated by account type or consolidated.

Tab K – Cost Proposal: The agency shall provide all costs and fees associated with implementing and providing services as specified using Attachment B Fee Schedule

Tab L – Addenda: The agency shall provide acknowledgement of all addenda issued to this RFP. If no Addenda issued, the agency shall submit a statement affirming such.

Tab M - Attachment's

Attachment "A" is a Vendor Information Form.

Attachment "B" is a Compensation Fee Schedule to indicate in detail the compensation to be made to Contractor required under the contract.

Attachment "C" is the RFP Reference Form. This form must be completed and submitted with proposal.

Attachment "D" is a draft of a City contract as would normally be used in this procurement. Firms are not required to sign said contract at time of proposal submittal. A contract in final form will be forwarded to the successful contractor, for signature, prior to contract award. As part of the technical proposal, a contractor must review the terms and conditions and provide any exceptions. NOTE: Any exceptions taken to the draft contract must be provided as an attachment to the proposal submittal.

C B MERCHANT SERVICES
217 N SAN JOAQUIN ST
P O BOX 209
STOCKTON, CA 95201
2099449001

DEBTOR STATUS REPORT PREPARED

FOR: City of Madera

THANK YOU FOR YOUR BUSINESS

C B MERCHANT SERVICES

September 19, 2021
15:01:51

PREPARED FOR: City of Madera — DEBTOR ALPHA LISTING — PAGE 1
CLIENT # 3515

YOUR ACCOUNT # / OUR ACCOUNT #	NAME / FOR/REMARKS	SPOUSE / OC	DOR / DLP	AMT REF / BALANCE	REMARKS
#546467	TEST, ANA		01-08-21	5770.00	PRIORITY RATING
279270	ANA TEST	00-SA		5770.00	
#1234567	TEST, COLLECTOR		02-23-21	10000.00	RQ LEGAL ACTION
282299	COLLECTOR	00-01	02-25-21	9600.00	
#555578	TEST JOHNSON	TTT	01-01-21	9700.00	ACTIVE ACCOUNT
502031	JOHNSON TEST	00-01		9700.00	
#123245	TEST, MITCH		07-14-21	5550.00	LEGAL ACCOUNT
124707	MITCH TEST	00-89		5550.00	
#32412	TEST, STEPHANIE		01-01-21	1025.00	PROMISED PMT
651304	STEPHANIE TEST	00-SA		1025.00	
#123456	TEST, TOMMY	DEBBIE	08-15-21	85.23	ACTIVE ACCOUNT
1	TOMMY TEST	00-02		85.23	
#14291	TEST, TOMMY	DEBBIE	12-01-21	21073.50	ACTIVE ACCOUNT
4291	DEBBIE TEST	00-01		21073.50	
#98715	TEST, TOMMY	DEBBIE	09-15-21	4900.00	ACTIVE ACCOUNT
371485	TOMMY TEST	00-01		4900.00	
#5678432	TEST, TOMMY	DEBBIE	06-30-21	6000.00	PAID IN FULL
882361	ANA	01-01	08-30-21	0.00	

SUMMARY INFORMATION AND TOTALS

City of Madera

TOTAL REFERRED	9	$	64103.73
TOTAL BALANCE		$	57703.73

C B Merchant Services
217 N. San Joaquin St.
Post Office Box 209
Stockton, CA 95201
209-944-9001 or 800-399-2400
209-944-0795 Fax
www.cbmerchantservices.com

Helpful Guide To Your Monthly Trust Invoice

Client Number → XXXX-N-VAR

Date Trust was processed → Trust Invoice #XXXX00000001
Date 02/02/2021

Trust Test Client
123 Address St.
Stockton, CA 95202

Your Customer's Name →

Account Balance After Payment → **Balance**

Amount Paid To CBMS → **Paid Agency**

Amount Paid To Client → **Paid Client**

Commission Charged On Account → **Commission**

Amount Due Client → **Due Client**

Debtor Name / Client Account # / Service For	Agency Account #	Payment Date / Date of Referral	Balance	Paid Agency	Paid Client	Commission	Due Client
Smith, Consumer		1/13/2021	0.00	517.00	0.00	98.23	418.77
	999999	9/29/2020					
	Persnl Chk 9999						

	Total Paid	Paid Agency	Paid Client	Commission	Due Client
Totals	$517.00	$517.00	$0.00	$98.23	$418.77

Last Assignment Date For This Client Number → Last New Business Listing 12/15/2020

Total Amount Collected	$642.50
Collection Fees	$98.23
Attached is check #99999	$418.77

Age of Accounts at Time of Payment →

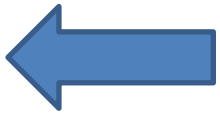
Aging In Months	
Under 1	0.00
2	0.00
3	0.00
4	517.00
5	0.00
6 And Over	0.00

Please phone 209-944-9001 or 800-399-2400 if you have any questions
We appreciate your business!

CLIENT # 3515 **City of Madera** INTEREST 10S
FORMULA 1 TYPE ACCT 1
RATE 19 ACKNOWLEDGE Y

CONTACT: REGULAR COLLECTIONS
REMARKS: FAX Nov 30, 2021 9:26

TYPE	MTD	YTD	TOT
# OF ACCOUNTS	10	72	3882
DOLLARS LISTED	$ 2,944	$ 17,902	$ 788,044
AVERAGE LISTED	$ 294	$ 248	$ 203
# PMTS COLLECTED	4	43	1681
DOLLARS COLLECTED	$ 445	$ 5,884	$ 201,045
COMMISSIONS	$ 84	$ 1,118	$ 38,198
% OF COMMISSIONS	NA	NA	19.0
AGENCY UNIT YIELD	17.8	27.1	19.0
CLIENT NET UNIT RECOVERY	26.7	54.6	32.0
$ PERFORMANCE %	15.1	32.9	25.5



LAST NEW BUSINESS DATE	050121	TOTAL DUE AGENCY $	0
FOLLOW UP DATE	051221	SALESMAN CODE	02
ORIGINAL SET UP DATE	011219		

This snapshot summary report provides you a real time snap shot of the status of all assigned accounts and summarizes month to date, year to date and total results, and includes an overall recovery percentage. This report represents an overall 25.5% recovery percentage.

TAB K

COST PROPOSAL

Firm shall indicate in detail in the space provided on this form their compensation fee schedule to include the type of structure and collection fees required under the contract.

SCHEDULE A, COLLECTION SERVICES - City of Madera Utility Accounts		
Accounts that pay before 15-day Letter Services expires:		**Commission charged 0%**
After 30 days expires:	**Day 16 to Day 182 (6 months)**	**Commission charged _22%**
	Day 183 to Day 365 (1 year)	**Commission charged _22%**
	Day 366 to Day 730 (2 years)	**Commission charged _22%**
After 2 years expires:	**If no activity from customer:**	**Cancel Back to City of Madera 0%**
Any account that comes back on active, current service with City of Madera, and as a condition of service; must pay referred account in full: that amount is cancelled back from credit bureau and ONLY charged 10% commission fee. **In addition: The Vendor must be capable of sending and receiving updates electronically through a secure and encrypted connection at the vendor's expense.**		

SCHEDULE B, COLLECTION SERVICES – City of Madera Miscellaneous Collection Accounts		
Accounts that pay before 15-day Letter Services expires:		**Commission charged 0%**
After 30 days expires:	**Day 16 to Day 182 (6 months)**	**Commission charged _22%**
	Day 183 to Day 365 (1 year)	**Commission charged _22%**
	Day 366 to Day 730 (2 years)	**Commission charged _22%**
After 2 years expires:	**If no activity from customer:**	**Cancel Back to City of Madera 0%**
In addition: The Vendor must be capable of sending and receiving updates electronically through a secure and encrypted connection at the vendor's expense.		

ADDENDUM NO. 1

April 19, 2022

RE: Account Collection Services, RFP 202122-13

The foregoing documents are amended and/or clarified in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Questions and answers through Friday, April 15, 2022:

1. Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
No.

2. Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.
We were satisfied with our previous vendor.

3. To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
None.

4. How are fees currently being billed by any incumbent(s), by category, and at what rates? Current vendor deducts their fee from remittances.
19% is their fee.

5. What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
Last month $0, last quarter $0, and since contract began $12,000.

6. To how many vendors are you seeking to award a contract?
One.

7. To what extent are these accounts owed by private consumers versus commercial businesses?
90% private and 10% commercial.

8. What collection attempts are performed or will be performed internally prior to placement?
We send out delinquent notices.

9. What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?
120 days.

10. What billing servicer do you utilize?
DataProse.

11. Have all cases been fully adjudicated by the time of placement?
Yes.

12. If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?
Yes.

13. What is your case management/accounting software system of record?
Tyler MUNIS.

14. Who is your electronic payment/credit card processing vendor?
Paymentus.

15. What process should a vendor follow, or which individual(s) should a vendor contact, to discuss budget-neutral services outside of the scope of this procurement, but related to it, designed to recover more debt prior to outside placement and lower collection costs?
Contact Alma Lomeli, Utility Billing Supervisor, and Jennifer Stickman, Procurement Services Manager.

16. How do your current processes and/or vendor relationship(s) systematically determine if the death of a responsible party has occurred?
We don't currently have a process.

17. How do your current processes and/or vendor relationship(s) handle the death of a responsible party?
We send to collections and let the estate, if any, handle the past due payment.

18. Do you have a designated process or policies around deceased accounts today, and what is envisioned in the future?
No, but would like to be able to set up a policy related to deaths of consumer.

19. Do you currently search and file probated estate claims?

No.

20. Have you considered an automated tool to identify and file probated estate claims?

No.

21. Please confirm if providing legal services is a requirement for contract award? If so, please provide the historical number of accounts placed for legal per year.

No.

22. If legal is a requirement would the City consider paying costs?

N/A.

23. Please provide the number of accounts that are anticipated to be placed annually for collections by acct type if available.

Pre-pandemic, approximately 20-30 each month.

24. Who is the incumbent?

CB Merchant Services

25. What are the historical liquidation rates of incumbent

11.20%

26. What is the current fee rate charged by the incumbent?

19%

27. Is credit reporting required for all accounts placed with the vendor?

No.

28. In an average month, how many delinquent accounts does the city anticipate placing with their collection vendor?

Pre-pandemic, 20 to 30 each month.

29. What is the average balance of the accounts?

Between $50 to $5,000.

30. Tab E has a three-page limit. Since this is the section where respondents are to explain their collection methodology, would the city consider raising this limit to at least six pages?

No, however, vendors may be asked for additional information after all proposals are received.

31. Are vendors permitted to include exhibits or attachments to proposals, outside the page limit?
No, however, vendors may be asked for additional information or to prepare a presentation that would include exhibits and other attachments after all proposals are received.

32. Scope of Work – pages 7-8 – information provided at the time of placement. As of November 2021, federally mandated Regulation F requires agencies provide specific details regarding the payment/adjustment history. Do your placement files currently contain this information and if not, is the City willing to work with the awarded vendor to provide the necessary information?
Staff is still gathering information on this question.

33. Scope of Work – page 8 – back-up documentation. When a consumer asks for an itemization of the charges, will the City provide this documentation free of charge or will the agency be responsible for the cost of copying. If charged, what is the rate?
The City will provide detailed documentation free of charge.

34. Insurance Requirements – page 10 – General Liability. Would the City entertain reducing the per occurrence/aggregate requirements to $1m per occurrence/$2m aggregate?
No.

35. Do you have historical volume numbers (number assigned/dollars assigned) for the portfolios you plan to place?
Yes.

36. Average age of the accounts?
1 to 2 years on some accounts.

37. What does the flow of accounts look like going forward?
We expect activity to start increasing now that the pandemic relief and discoonect service moratorium has been lifted.

38. What is the level of collection activity on accounts prior to write off to your agency? (ex: number of phone calls? Collection letters?)
Staff is still gathering information on this question.

39. How are you currently assigning your accounts (ex. electronically via secured FTP website; paper)?
Paper.

40. Will the awarded vendor have a single point of contact or work with multiple departments?
The vendor will work with a couple of individuals from the Finance department.

41. How long have you been with your current vendor?
Our contract with our current vendor has expired. We are on a month-to-month. Prior to contract expiration, we were on a three-year contract with our vendor.

42. Does the contingency fee that you pay your current agency increase in the event of legal action?
It's a contract legal fee apart from the percentage fee.

43. If you will be cancelling your accounts with your current agency and placing them with the new agency, what is the dollar amount, average balance, and age of this portfolio?
Average dollar amount $400,000.00. Average balance $111,000.00, age of portfolio 1 to 2 years on some accounts.

44. It would help us to correctly price our response to your RFP by knowing what success your current agency has achieved. What is the collection percentage on accounts written off to bad debt in 2021?
11.2%.

45. What collection attempts are performed or will be performed internally prior to placement.
We send collection letters as well as shut off notices.

46. Will the accounts held by any incumbents be assigned to any new vendors as a one- time placement at contract start up?
Yes.

47. Will the accounts assigned with the collection contractor be once a month, weekly, or daily?
Some weekly, but not less than once a month.

****

Issued by: J. Stickman _____
Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before the proposaldue date.

Name of Firm: CB Merchant Services

Acknowledged by: Dennis Barbieri

ATTACHMENT A

VENDOR INFORMATION FORM
FOR

RFP No. 202122-13 for Account Collection Services

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: CB Merchant Services

Contact Person for Agreement: Linda Guinn

Corporate Mailing Address: Post Office Box 209

City, State and Zip Code: Stockton, Califorina 95201

E-Mail Address: lguinn@cbmerchantservices.com

Phone: 209-944-9001 Fax: 209-944-0795

Contact Person for Proposals: DENNIS BARBIERI

Title: Account Executive E-Mail Address: dbarbieri@cbmerchantservices.com

Business Telephone: 209-944-9001 Ext. 101 Business Fax: 209-944-0795

Is your business: (check one)

☐ NON-PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Ray McCray	Chairman of the Board	209-944-9001
Justin Redman	Vice Chairman	209-944-9001
David Vaccareza	Secretary	209-944-9001
Mahala Burns	CFO	209-944-9001
Joe Dietrich	Director	209-944-9001
Linda Guinn Auth. Signer	CEO	209-944-9001 X112

Federal Tax Identification Number: 94-1160895

CA DFPI Collection Agency License-Submitted and Pending

City of Madera Business License

Number: 1722 (If none, you must obtain a

City of Madera Business License upon award of contract.)

City of Madera Business License Expiration Date:

1722

ATTACHMENT B

FEE SCHEDULE

Firm shall indicate in detail in the space provided on this form their compensation fee schedule to include the type of structure and collection fees required under the contract.

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Any account that comes back on active, current service with City of Madera, and as a condition of service; must pay referred account in full: that amount is cancelled back from credit bureau and ONLY charged 10% commission fee. **In addition: The Vendor must be capable of sending and receiving updates electronically through a secure and encrypted connection at the vendor's expense.**		

SCHEDULE B, COLLECTION SERVICES – City of Madera Miscellaneous Collection Accounts		
Accounts that pay before 15-day Letter Services expires:		**Commission charged 0%**
After 30 days expires:	**Day 16 to Day 182 (6 months)**	**Commission charged _22%**
	Day 183 to Day 365 (1 year)	**Commission charged _22%**
	Day 366 to Day 730 (2 years)	**Commission charged _22%**
After 2 years expires:	**If no activity from customer:**	**Cancel Back to City of Madera 0%**
In addition: The Vendor must be capable of sending and receiving updates electronically through a secure and encrypted connection at the vendor's expense.		

ATTACHMENT C
RFP REFERENCE FORM

AGENCY/COMPANY:	City of Baldwin Park
CONTACT PERSON:	Rose Tam
EMAIL ADDRESS:	RTam@baldwinpark.com
PHONE NUMBER	626-960-4011
ADDRESS:	14403 E. Pacific Ave 2nd Fl Baldwin Park,Ca. 91706
DATE SERVICES PROVIDED:	2015
SUMMARY OF SERVICES INCLUDED:	Utilities,Fines,Permits,Misc,DUI.
AGENCY/COMPANY:	City of Galt
CONTACT PERSON:	Cathy Duly
EMAIL ADDRESS:	CDuley@cityofgalt.org
PHONE NUMBER:	209-366-7150
ADDRESS:	380 Civic Dr Galt,Ca.95632
DATE SERVICES PROVIDED:	1996
SUMMARY OF SERVICES INCLUDED:	Utilities,Commercial,NSF Checks,Misc
AGENCY/COMPANY:	City of Lodi
CONTACT PERSON:	Taara Sumner
EMAIL ADDRESS:	tsumner@lodi.gov
PHONE NUMBER:	209-333-6717
ADDRESS:	210 W ELM ST Lodi,Ca. 95242
DATE SERVICES PROVIDED:	1993
SUMMARY OF SERVICES INCLUDED:	Utilities,Fines,ed Checks,Misc.
AGENCY/COMPANY:	City of Stockton
CONTACT PERSON:	Alisha Singh
EMAIL ADDRESS:	Alisha.Singh@stocktonca.gov
PHONE NUMBER:	209-937-7179
ADDRESS:	425N. El Dorado Stockton,Ca.95202
DATE SERVICES PROVIDED:	1979
SUMMARY OF SERVICES INCLUDED:	Utilities,Fire,DUI,Alarms,Bus. Lic.,Code Enforcment
AGENCY/COMPANY:	City of Tracy
CONTACT PERSON:	Isabel Yamada
EMAIL ADDRESS:	Isabel.Yamada@CityofTracy.org
PHONE NUMBER:	(209) 831-6821
ADDRESS:	333 Civic Center Plaza Tracy, Ca.95376
DATE SERVICES PROVIDED:	1992
SUMMARY OF SERVICES INCLUDED:	Utilities,Alarms,Permits,Bus.Lic.,Code Enforcment

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

_____

This Professional Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and NAME ("Service Provider"). This Agreement shall be effective on the date signed by City which shall occur after execution by Service Provider ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a service provider to provide account collection services.

B. Service provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a service provider and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Service Provider to perform the requested Services on the basis of Service Provider's demonstrated competence and professional qualifications.

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

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

AGREEMENT

1. Scope of Services. Service Provider shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. *[or detail the services in this section rather than in exhibit*]. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

1. 2.Commencement of Services; Term of Agreement. Service Provider shall begin work after receipt of the Notice to Proceed. Service Provider shall there upon work diligently, through _____, 2024 and continuously provide all the required services and activities described herein. The term of the contract shall be for a two-year firm fixed price contract. CITY and SERVICE PROVIDER may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

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

(b) Additional Services. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Service Provider shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Service Provider.

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

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. *[And if applicable add: "Both parties agree that* Service Provider's *total compensation under this Agreement shall not exceed $_____.]*

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

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

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

4. Independent Contractor Status. Service Provider and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Service Provider's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Service Provider's

SAMPLE

employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Service Provider represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement. Service Provider represents that to the extent Service Provider utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Service Provider also expressly represents that both Service Provider and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Service Provider and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

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

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

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

9. Record Keeping; Reports. Service Provider shall keep complete records showing the type of Services performed. Service Provider shall be responsible and shall require its subcontractors to

SAMPLE

keep similar records. City shall be given reasonable access to the records of Service Provider and its subcontractors for inspection and audit purposes. Service Provider shall provide City with a working draft of all reports and a copy of all final reports prepared by Service Provider under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Service Provider or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Service Provider shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Service Provider shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

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

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

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

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conflict of interest for purposes of this section. City understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

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

15. City Right to Employ Other Service Provider s. This Agreement is non-exclusive with Service Provider. City reserves the right to employ other Service Providers in connection with the Services.

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

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

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

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

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Service Provider shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional

SAMPLE

compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Service Provider in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Service Provider. Service Provider may not refuse to provide such writings or materials for any reason whatsoever.

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

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

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

*[**following text added for federal funded agreements**: Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant Funds,* Service Provider *certifies and agrees that* Service Provider *will be in:*

- *Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub grantees.)*

SAMPLE

- *Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub grants or construction or repair).*

- *Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub grantees required by Federal grant program legislation.)*

- *Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 and in excess of $2500 for other contracts which involve the employment of mechanics or laborers.)*

- *(e) Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.*

- *Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.*

- *Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.*

- *Compliance with access requirements imposed by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.*

- *Compliance with applicable requirements for the retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.*

- *Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations $100,000.)*

- *Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 97-163, 89 Stat. 871.) [53 FR 8068.8067. Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]]*

SAMPLE

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

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

To City: (ADD NAME)
City of Madera
205 W. Fourth
Madera, CA 93637
Email:

To Service Provider: NAME
ADDRESS
Email:

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

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

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

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

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

SAMPLE

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Service Provider in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

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

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

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

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

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

SAMPLE

[SIGNATURES ON FOLLOWING PAGE]

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

SERVICE PROVIDER NAME

By: _____
(ADD NAME & POSITION)

Date: _____

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

SAMPLE

EXHIBIT B
SCHEDULE OF COMPENSATION

SAMPLE

EXHIBIT C
INSURANCE

A. Insurance Requirements

Service Provider shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Service Provider 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 Service Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Service Provider's bid.

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

Proof of Insurance
Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of

SAMPLE

subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation
Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

SAMPLE

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

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

Additional Insurance
Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

SAMPLE

ATTACHMENT 4

TAB K

COST PROPOSAL

Firm shall indicate in detail in the space provided on this form their compensation fee schedule to include the type of structure and collection fees required under the contract.

SCHEDULE A, COLLECTION SERVICES - City of Madera Utility Accounts		
Accounts that pay before 15-day Letter Services expires:		**Commission charged 0%**
After 30 days expires:	**Day 16 to Day 182 (6 months)**	**Commission charged _22%**
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In addition: The Vendor must be capable of sending and receiving updates electronically through a secure and encrypted connection at the vendor's expense.		

REPORT TO CITY COUNCIL

Approved by: Joseph Hebert
Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022
Agenda Number: B-5

SUBJECT:

Agreement for design services for Olive Park

RECOMMENDATION:

Adopt a Resolution awarding a contract under Request for Qualifications (RFQ) No. 202122-15 to O'Dell Engineering for design services of Olive Park and approving a Consultant Services Agreement in the amount of $238,013

SUMMARY:

On May 9, 2022, the City received three statements in response to the RFQ for the request of design services for Olive Park, Sunset Park, and India Park. Although the request for design services included these three parks, it is staff's recommendation to only move forward with the design services for Olive Park, to advance with the terms and conditions of the grant. It is staff's recommendation to pursue design services of Sunset Park and India Park at a later date.

Funding for the design services of Olive Park comes from the Proposition 68, State of California – The Natural Resources Agency, Department of Parks and Recreation, Statewide Park Development and Community Revitalization Program of 2018 Round 4 funding. The City submitted a grant application in 2021 and was ultimately awarded a total of $1,990,000 for the completion of the project.

DISCUSSION:

The City pursued and was awarded Statewide Park Development and Community Revitalization funds by the Department of Parks and Recreation for the development of Olive Park, a new park in a critically underserved community. Olive Park will be a neighborhood park of approximately ½ acre located at the southwest intersection of Olive Avenue and Knox Street. The City acquired

the property as part of the Olive Avenue widening project. The site was previously developed with a home which the City has since demolished.

As part of the grant submission, the environmental reviews, a preliminary design concept with community input, and cost estimate were completed. The grant performance period is from July 1, 2020 through June 30, 2025. Park completion must be at least three months before the end of the grant performance period.

Staff prepared RFP No. 202122-15 for the design services of Olive Park, deciding to pursue requests for qualifications for design services of Sunset Park and India Park, seeing the benefit of pursuing a cost estimate for park design services of these two undeveloped lots as well. At this time, it is staff's recommendation to only move forward with the design services of Olive Park.

Statements were received from three firms: (1) O'Dell Engineering, (2) Interwest Consulting Group, and (3) Blair, Church, & Flynn. The three statements received were evaluated by a committee of staff from PCS, Administration, and Engineering Departments. Each review committee member ranked the proposals individually based on the following criterion: transmittal letter, work plan, staffing plan, references, and timeline for completion. The committee's final ranking is shown in Table 1.

Table 1*: Committee Ranking of firms*

Rank	*Consultant*	*Olive Park*
1	O'Dell Engineering	$238,013
2	Interwest Consulting Group	$439,000
3	Blair, Church, & Flynn	$236,300

The qualification statement submitted by O'Dell Engineering for Olive Park showed an impressive project understanding. The firm provided a detailed description of the staffing plan and work plan. The work plan included desired support through conceptual design phase, design development, and a plan to assist through the bidding and construction phase for Olive Park. O'Dell Engineering also submitted the quickest timeline for completion, meeting the grant performance period and grand opening of the park requirements. Ultimately, one of the most notable aspects of the proposal is that as part of their references, O'Dell Engineering showed an impressive Proposition 68 grant familiarity and experience, having been heavily involved since early 2019 and completing projects specifically funded by Proposition 68 and Proposition 84, which is the founding legacy program for Statewide Park Program competitive grants.

O'Dell Engineering is an experienced design firm dedicated to supporting public and private improvement projects in California since 1994. The team includes over 80 professionals with offices in Modesto, Pleasanton, Fresno, and Merced. Current staffing includes Registered Civil Engineers, Professional Land Surveyors, and Professional Landscape Architects. O'Dell Engineering is a California Certified Small Business.

To further note, O'Dell Engineering has received awards and accolades including being named a Professional Services Management Journal Circle of Excellence Firm in 2021, 2019, and 2018 and a Best Places to Work: Central Valley by Best Companies Group in 2022, 2020, 2019, and 2018. In addition, O'Dell design projects have received awards from the American Society of Landscape Architects, the California Park & Recreation Society, the American Institute of Architects, the California Association of Recreation and Park Districts, and the California Special Districts Association.

The City has worked with O'Dell Engineering under previous agreements, including the Centennial Park/Knox Park/ Park ADA Improvement Projects.

FINANCIAL IMPACT:

Adequate funds were estimated for pre-construction costs of Olive Park. The total project cost was determined at $1,990,000. A total of $267,000 was estimated for the pre-construction phase that includes planning, design, construction documents, and permits necessary before construction can begin. Thus, the bid is within the estimate included in the grant. Pre-construction costs cannot exceed 25 percent of the total grant amount.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 404 – Community Wellness: Promote increased community wellness.

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

Strategy 414: Recreational Opportunities: Ensure recreational availability by providing a park in close proximity to every neighborhood.

ALTERNATIVES:

Council may elect to reject all statements received and request staff publish a new RFQ. However, failure to proceed with Olive Park in a timely manner could result in failure to meet grant expectations and performance period objectives.

ATTACHMENTS:

1. Resolution awarding RFQ No. 202122-15 to O'Dell Engineering for design services of Olive Park
    a. Exhibit A: Scope of Service
    b. Exhibit B: Schedule of Compensation
    c. Exhibit C: Insurance

ATTACHMENT 1

Resolution

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONSULTANT SERVICES AGREEMENT WITH O'DELL ENGINEERING FOR DESIGN SERVICES OF OLIVE PARK IN THE AMOUNT OF $238,013

WHEREAS, on April 8, 2022, the City of Madera (City) Purchasing Division advertised Request for Qualifications No. 202122-15 for design services for Olive Park, Sunset Park, and India Park;and

WHEREAS, three statements of qualifications were received on May 9, 2022, and opened by the Procurement Services Manager; and

WHEREAS, O'Dell Engineering was the most responsive and responsible proposer; and

WHEREAS, staff recommends moving forward with design services of Olive Park; and

WHEREAS, funding for the development of Olive Park is made possible by the State of California – The Natural Resources Agency, Department of Parks and Recreation, Statewide Park Development and Community Revitalization Program of 2018 grant funding which awarded the City of Madera with $1,990,000 for the completion of the project.

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

1. The above recitals are true and correct.

2. The agreement for the design services of Olive Park in the amount of $238,013 with O'Dell Engineering, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

3. This Resolution is effective immediately upon adoption.

****

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

O'DELL ENGINEERING, INC.

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and O'Dell Engineering ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City has sought, by a Request for Qualifications, to select a consultant to provide design services for Olive Park.

B. Consultant submitted a statement of interest and qualifications for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Consultant to perform the requested Services based on Consultant's demonstrated competence and professional qualifications.

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

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

AGREEMENT

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

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed, and completed the Services, or until such time as the Agreement is terminated by either party in accordance with this Agreement, whichever is earlier.

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform

the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City or designee. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

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

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. Both parties agree that Consultant's total compensation under this Agreement shall not exceed $238,013.

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

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

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

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

5. Qualifications, and Professional Standards. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

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

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

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

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

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions,

opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall following payment in-full become and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

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

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

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

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

obligation under the terms of this Agreement.

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

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

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

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

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

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

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

18. Indemnity.

Indemnity for Professional Liability:

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability:

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

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

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

any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

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

To City:
Arnoldo Rodriquez
City of Madera
205 W. Fourth
Madera, CA 93637
Email: arodriquez@madera.gov

To Consultant:
Chad Kennedy
O'Dell Engineering
1165 Scenic Drive, Suite A
Modesto, CA 95350
Email: ckennedy@odellengineering.com

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

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

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

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

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

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or

against either party. This Agreement is entered into by City and Consultant in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONSULTANT NAME

By: _____
Chad Kennedy, Principal Landscape Architect

Date: 07/12/2022

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

EXHIBIT A

SCOPE OF SERVICES

BACKGROUND

The City of Madera was recently awarded Statewide Park Development and Community Revitalization funds by the Department of Parks and Recreation for the development of a new park, a total of $1,990,000. The park, Olive Park, will be a neighborhood park of approximately 1 acre located at 1280 E. Olive Avenue in Madera. As part of the grant submission, the environmental reviews, a preliminary design concept, and cost estimate are complete. Preliminary concept drawing in Attachment A. The City is requesting design services for construction of this facility that will meet the following goals:

- ADA drinking fountain with pet station.
- Half basketball court.
- Benches.
- Picnic area with four tables (two of them ADA accessible) and shade structure.
- Swing set area.
- Playground area.
- Pet waste dispenser.
- Table tennis area.
- Bike rack areas.
- Perimeter safety fence.
- Block wall.
- Landscaping.

This project is made possible through the State of California – The Natural Resources Agency, Department of Parks and Recreation, Statewide Park Development and Community Revitalization Program of 2018 grant funding which awarded the City of Madera with $1,990,000 for the completion of the project. The anticipated design budget for this project is $267,000. Total estimated budget for cost of construction, recreation features, and major support amenities is $1,723,000.

SCOPE OF SERVICES

Consultant will provide professional engineering services sufficient to allow the City to advertise and award a contract for construction. Specific tasks are anticipated to include, but not necessarily be limited to the following:

- Consultant shall develop two (2) conceptual 3-D designs
- Survey and document the existing site and condition and prepare a Preliminary Site Assessment report
- Work collaboratively with City staff to finalize design concept and features to be included in the project.
- Design services shall include all aspects of site design including but not limited to:
    - Erosion and sediment control
    - Stormwater management

    - Utility coordination
    - Lighting
    - Grading elevations
    - Landscape design
- Materials used for structures and park elements will be chosen by the City prior to final design.
- Produce "bid ready" engineering drawings and specifications, incorporating industry best practices and standards to maximize user safety and durability of the park.
- Produce Engineer's Estimates of probable construction costs through a detailed construction budget utilizing the National Cooperative Purchasing Alliance contract pricing, where applicable.

Consultant will also assist in the construction phase of the Olive Park Project and:

- Attend the pre-bid meeting and respond to contractor requests for clarification during the bid process.
- Record and distribute among potential bidders answers and clarifications given to individual contractors, and prepare formal construction documentation addenda, if necessary.
- Prepare any required addenda pre-bid and pre-construction meeting agenda, if requested at no additional charge.
- Attend pre-construction meeting.
- If requested, consultant will participate in the pre-construction kick-off meeting and clarify questions related to project specifications.
- Upon requests, consultant needs to be prepared to answer questions posted during construction by the contractor or by the City, not addressed during pre-construction meeting.
- Based on the consultant’s experience with the similar projects, provide estimate and state in your submittal the time necessary for the consultant to spend on design support during construction.
- Perform construction administration services by attending regularly scheduled site visits, observing construction, and responding to requests for information from the contractor according to the firm’s construction documents.
- Perform on-site inspections during project final and other critical phases of construction (if recommended).

Note: The Scope of Services may not include all services required to complete the project. The consultant shall be responsible for determining the extent of information needed to reach an appropriate project completion.

EXHIBIT B
SCHEDULE OF COMPENSATION

Task	Description	Cost
Task 1	Project Kick-Off/Site Analysis/Data Collection and Review	$46,866
Task 2	Final Conceptual Design	$36,248
Task 3	Design Development/Construction Documents to 50% Completion	$39,207
Task 4	Construction Documents (90% to 100% PS&E)	$77,626
Task 5	Bidding and Construction Support	$38,066
	Task 1-5 Total	$238,013

EXHIBIT C
INSURANCE

A. Insurance Requirements

Consultant shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance.

Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation
Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or

replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

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

Additional Insurance
Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

REPORT TO CITY COUNCIL

Approved by:

Marcela Zuniga
Department Director

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: B-6

SUBJECT:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2022/23 Grant

RECOMMENDATION:

Adopt a Resolution authorizing submission of an application to the Edward Byrne Memorial Justice Assistance Grant program for Fiscal Year 2022/23

SUMMARY:

The goal of the subject grant application is to utilize the City's allocation of JAG funds to purchase additional body cameras and support to enhance the City's surveillance system. These technological improvements will provide the Police Department with modern and reliable equipment, increasing officer safety and community confidence.

DISCUSSION:

The U.S. Department of Justice makes awards of Edward Byrne Memorial Justice Assistance Grant (JAG) funds to state and local governments on a formula basis. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs. As determined by the JAG formula, the City is eligible to receive $26,660 from the JAG program's FY 2022 allocation.

Staff has evaluated the needs of the Madera Police Department and believes our community should dedicate these funds towards purchasing body cameras and providing financial support to the City's surveillance system. The use of JAG funds for this purpose provides benefits to the City and community such as: increase safety during police/community resident encounters, improve transparency, reduce police investigation time when an officer complaint is filed, and reduce overall liability.

FINANCIAL IMPACT:

Submission of a JAG application will provide the City with $26,660 in Federal grant funding to support local law enforcement. As a result, it will not adversely affect the General Fund and may benefit it by defraying costs within the Police Department

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Receipt of JAG funding directly supports the following Vision Plan strategies:

- Strategy 115- Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.

- Strategy 115.3- Seek and retain grants.

- Strategy 421- First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

ALTERNATIVES:

Council may decline the grant application or may request additional information.

ATTACHMENTS:

1. Resolution to authorize application for JAG 2022 Local Solicitation

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

WHEREAS, the Madera Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the Council of the City of Madera supports the efforts of the police department to secure resources by the most efficient means possible; and

WHEREAS, the Congress of the United States has allocated $26,660 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program to the City of Madera to be used for front line law enforcement services; and

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

1. The above recitals are true and correct.
2. The City Manager or designee is hereby authorized to submit an application and execute all required documents.
3. This resolution shall be effective immediately upon adoption.

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REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: B-7

SUBJECT:

Letter of appreciation for Senator Anna Caballero

RECOMMENDATION:

Letter of appreciation to Senator Anna Caballero for her support for the Avenue 13 Sewer Rehabilitation Project

SUMMARY/DISCUSSION:

Senator Anna Caballero's office recently announced that millions of dollars were secured in this year's budget to help support key projects statewide and in her district. Of the funding announced, $5 Million was awarded to the City of Madera for the Avenue 13 (Pecan Avenue) Sewer Trunk Main Rehabilitation. This funding will allow the City to fulfill Phase 1 of this project which encompasses construction along 1.5 miles of pipeline that showed extensive corrosion and the highest potential for failure. In doing so, the City can restore this vital piece of infrastructure without delay, avoiding a possible emergency shutdown necessary services, and avoid the need for temporary and costly solutions.

In response to her support and advocacy, Staff recommends Council approve a letter to be signed on behalf of the City to express its appreciation for considering Madera as a high-priority grant recipient for this project.

FINANCIAL IMPACT:

There is no direct fiscal impact associated with authorizing the signing of the attached Letter of Appreciation

ALTERNATIVES:

The Council may elect not to authorize the signing of this letter.

ATTACHMENT:

1. Letter of Appreciation to Senator Anna Caballero

July 20, 2022

The Honorable Anna Caballero
California State Senate
State Capitol, Suite 7620
Sacramento, CA 95814

Dear Senator Caballero,

On behalf of the City of Madera, we would like to thank you and your team for securing $5 million in this year's state budget to support our Pecan Avenue Sewer Trunk Main Rehabilitation Project.

As you know, following a sewer condition assessment in 2020, the City discovered extensive corrosion along the Avenue 13/Pecan Avenue pipeline. It became apparent that rehabilitation of the pipeline was of the highest urgency, just short of being declared a local emergency. Because of your support, the City will be able to fulfill the first phase of this project which will address almost 1.5 of pipeline that has the greatest risk of failure. This allows the City to move forward with permanent solutions and prevent any temporary shut down of services to residents and businesses in the area or closure to the areas due to a pipeline disaster.

We are appreciative of your advocacy and commitment to ensuring Madera has the critical resources necessary to secure the reliable and robust wastewater infrastructure necessary for our community to safely grow and thrive.

Sincerely,

Santos Garcia, Mayor

Anita Evans, Mayor Pro Tem

Cecelia Gallegos, Councilmember

Jose Rodriguez, Councilmember

Steve Montes, Councilmember

Elsa Mejia, Councilmember

Artemio Villegas, Councilmember

REPORT TO CITY COUNCIL
Late Distribution Notice

DATE: July 15, 2022

TO: Honorable Mayor and Councilmembers

FROM: Kingsley Okereke, Finance Director

SUBJECT: July 20, 2022 City Council Meeting
Late Distribution Report for Item C-1

Additional time is needed to complete, review, and finalize the report for Item C-1: Public Hearing Relating to Potential Increases in Water, Sewer, Storm Drainage and Solid Waste Rates, the report will be distributed as soon as it is available. Thank you for your understanding.

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: C-1

SUBJECT:

Public Hearing Relating to Potential Increases in Water, Sewer, Storm Drainage and Solid Waste Rates

RECOMMENDATION:

Staff recommends that the Council take the following actions:

1. Conduct Public Hearing to receive written protests and ballots as well as public testimony regarding proposed increases in proposed water, sewer, storm drainage and solid waste rates.

2. Close the Public Hearing.

3. Direct staff to conduct public tally of all valid written protests and report as to whether a majority protest of proposed water, sewer and solid waste exists. *(The Council may recess this item while the tally occurs and address other agenda items.)*

4. Water, Sewer and Solid Waste: If a majority protest does not exist relative to water, sewer, and/or solid waste rates, adopt the following resolution(s)

    a. Resolution of the City Council of the City of Madera, California, Establishing Monthly Rates to be Charged for Water Furnished by the City for a five-year period and Repealing Resolution 15-156 and all Other Resolutions in Conflict Herewith

    b. Resolution of the City Council of the City of Madera, California, Establishing Monthly Rates to be Charged for Sewer Furnished by the City and Repealing Resolution 15-157 and All Other Resolutions in Conflict Herewith

    c. Resolution of the City Council of the City of Madera, California, Establishing Monthly Rates to be Charged for Solid Waste Services Furnished by the City and Repealing Resolution 13-76 and All Other Resolutions in Conflict herewith Direct staff to tally the storm drainage ballots and report the results.

5. Storm Drainage: If a majority of the votes approve the adjustment to storm drainage rates, adopt the Resolution Establishing Monthly Rates to be Charged for Storm Drainage Services furnished by the City and Repealing Resolution 92-120 and All Other Resolutions in Conflict Herewith

SUMMARY:

The City issued a Request for Proposal (RFP) in August 2020 for a study of the utility rates for water, sewer, storm drainage, and solid waste services.

The City completed its last rate study for water and sewer utility rates in 2015, with the resulting water and sewer rates taking effect in July 2015 with incremental increases through January 2020. In December 2018, the Council considered a revision to the water conservation portion of the water rates and reduced the planned increase from 10 percent to 6 percent for the fiscal year 2018/19. The storm drainage rates have not been adjusted since 1992. The solid waste services are contracted to a third party, and the fee schedule was updated for additional organic services in March 2017.

On April 6, 2022, Council adopted Resolution No. 22-38 accepting the Rate Study relating to water, sewer, storm drainage and solid waste, authorizing required actions under Proposition 218, and setting a Proposition 218 Public Hearing date to consider rate increases.

DISCUSSION:

At the April 6, 2022 Council meeting, the Council received the final report for the water, sewer, storm drainage and solid waste rate studies and adopted Resolution No. 22-38 authorizing staff to take required actions under Proposition 218 including preparation and mailing of 45-day notices to rate payers and setting public hearing for June 15, 2022. Due to timing the timing of printing and mailing of the notices, a subsequent resolution was considered and approved on May 4, 2022, changing the hearing date from June 15, 2022 to July 20, 2022 to provide the required 45-day notice.

Timing of the implementation of the new rates was originally anticipated to be FY 2021-2022 through 2025-2026; however the actual implementation date is FY 2022-2023 through 2026-2027. Technical corrections have been made to the charts and tables in the rate studies and the Public Hearing Notice did reflect the updated time frame of FY 2022-23 through 2026-27. Additionally, after consideration it was determined to have the start date of implementation be August 1, 2022.

The water rate study included drought rates, which the Council would have the option to implement those rates during a time of drought and loss of water revenue. However, these rates were not considered in the workshops. The Council's direction was to eliminate the tiered rate system and as such the drought rates are removed from the water rate study.

It is worth noting that utilities, including sewer, water, trash collection, and drainage are funded by user fees that provide for the daily operation and maintenance of the various systems. Said fees are viewed as property-related fees for a utility service and are subject to specific requirements of the California Constitution Article XIII D § 6(a), commonly referred to as Proposition (Prop) 218. The requirements include:

- The fees must only cover expenses to provide service to the customer assessed.

- An increase in the fee(s) must be approved by the customers under a protest-ballot procedure, where all affected property owners are notified and given the opportunity to protest the increase in writing or at a public hearing, and a majority protest prohibits the increase.
- A multi-year schedule of fee increases is allowed for up to five years.
- The Prop 218 process occurs after the Council approves the rate studies. This process involves mailing a 45-day Notice of the Proposed Rate Increases and Public Hearing to all affected customers.
    - Any customer opposed to the rate increase would need to send a letter back to the City protesting the rate increases.
    - For water, sewer, and solid waste, a majority protest exists if written protests are timely submitted by the customers with respect to a majority (50% plus 1) of the parcels subject to the proposed rate increase. If not, the City may proceed to adopt the recommended rate increases.
    - For storm drainage, a majority protest exists if the ballots submitted in opposition exceed the number of ballots submitted in favor of the proposed rate. If not, the City may proceed to adopt the recommended rate increases.

The rate study is comprised of several distinct analyses.

- Water
- Wastewater (i.e., sewer)
- Storm Drain
- Solid Waste (i.e., trash), including Street Sweeping

The studies may be found at:

https://www.madera.gov/home/departments/public-works/utility-billing/#tr-sewer-water-and-solid-waste-rate-information-4088012

A summary of each is as follows:

WATER RATE STUDY:

The Water Rate Study assumes that $6 Million of the American Rescue Plan Act (ARPA) funds would be used to fund capital projects along with the use of available Water Enterprise Capital Reserve Funds. Based on current and projected costs, including capital projects, the rates are projected to increase 1 percent in fiscal years 2021/2022, and 2022/2023 and 2023/2024 with no increase in rates in the following two years covered by the rate study.

WASTEWATER RATE STUDY:

The Wastewater Rate Study assumes that $16 Million of the ARPA funds would be used to fund capital projects. Based on current and projected costs, including capital projects, the rates are projected to increase 0.5 percent in the first year and 5% in each of the next five years.

STORM DRAIN RATE STUDY:

The Storm Drain Rate Study recommends an increase of 40% in the first year and 15 percent in each of the next five years. These rate increases are necessary to cover ongoing costs, as well as fund prudent reserves. Prior deficits have depleted reserve balances, as rates have not increased since 1992.

SOLID WASTE AND STREET SWEEPING RATE STUDY:

The NBS study recommended an increase of 50% percent in total rate revenue in the first year, 10 percent in each of the next three years and 4 percent in the fifth year. Because of the cost-of-service adjustments in the first year, the rates for each customer class are affected differently by these increases; in years 2 through 5 the rate increases are applied "across-the-board" to all solid waste rates.

These rate increases are necessary to cover ongoing costs, fund prudent reserves, and new costs associated with State Bill (SB) 1383. SB 1383, effective January 1, 2022, imposes additional recycle and organic recovery mandates, resulting in an estimated 35 percent increase in costs and is calculated as a surcharge that is incorporated into the rates. Additionally, the administrative fees paid to the franchise hauler, which have not historically been recovered from residential customers, are also added to the proposed rates.

Additionally, the Solid Waste Rate Study reviewed street sweeping fees which have historically been billed separately based on linear feet of lot frontage. The rates for street sweeping have been incorporated into proposed solid waste rates and are now recovered from all solid waste customers as a fixed rate, designed to cover ongoing street sweeping costs.

The proposed rates by NBS projected a 35 percent increase in costs related to SB 1383. Since the completion of the study and discussions with the City's trash hauler, the costs associated with the implementation of and ongoing compliance with SB 1383 is determined to be less. Accordingly, staff is recommending that the City adopt the NBS recommended rates as a maximum and implement a lesser rate for Year 1. Internal analysis indicates that the while the NBS rate provides a ceiling to solid waste rates, cost recovery can be accomplished with a lesser rate. The resolution adopting Solid Waste and Street Sweeping rates expressly provides t for a lesser rate for Year 1 than what NBS recommended.

FINANCIAL IMPACT:

The proposed rates increases are necessary to keep pace with increasing operational costs, to make essential repairs and improvements to property, plant and equipment and to comply with new solid waste disposal regulations.

The Council has considered alternative rate study scenarios at the August 18, 2021, December 15, 2021 and January 19, 2022 Council meetings. The rate studies and proposed rates were the result of staff working with the Consultant in consideration of alternative funding sources such as ARPA and Developer Impact Fees, as well as Council discussions. The single-family residential (SFR) current and proposed rates are presented in Table 1. The % of rate revenue increases for the 1st and 5th years are for the total revenue generated by all customer classes. The proposed rates for Solid Waste now include the street sweeping program costs and the administrative fee, which had not previously been charged to customers. Note, that the Year 1 rate for Solid Waste is reduced from the NBS recommended amount per the discussion above.

Table 1: *Current Rate, Proposed Rates 1st and 5th Year; % Change 1st Year and Cumulative 5th Year in Rate Revenue comparison for Single Family Home Customers*					
Rate Study	*Current Rate for SFR*	*Proposed Rate per NBS Study*	*Proposed Rates SFR*	*Increase 1st Year Rate*	*% Increase in Year 1*
Water (Avg. Monthly)	$54.81	$55.26	$55.26	$0.45	0.8%
Sewer	$42.75	$42.96	$42.96	$0.21	0.5%
Storm Drain	$2.00	$2.81	$2.81	$0.81	40.5%
Street Sweeping	$2.34	$1.86	$1.86	-$0.48	-20.5%
Solid Waste	$23.22	$36.69	$28.72	$5.50	23.7%
Total	**$125.12**	**$139.58**	**$131.61**	**$6.49**	**5.2%**

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is consistent with Vision Plan Action Item 115.5.

Action Item #115.5: Insure the physical and financial sustainability of the City existing and expanding sewer and water infrastructure.

A. Develop a comprehensive detailed inventory of the existing water and sewer collection systems that forecasts the probable life, and periodic major maintenance and/or replacement of all of the individual elements.
B. Provide a long-term financial plan that forecasts the required capital repairs to the existing system and corresponding revenues.
C. Where feasible, include appropriate funding in annual and CIP budgeting and determination of user rates.

ATTACHMENTS

1. A Resolution of the City Council of the City of Madera, California, establishing monthly rates to be charged for water furnished by the City for a five-year period and repealing Resolution 15-156 and all other Resolutions in conflict herewith
2. A Resolution of the City Council of the City of Madera, California, establishing monthly rates to be charged for sewer furnished by the City for a five-year and repealing Resolution 15-157 and all other Resolutions in conflict herewith
3. A Resolution of the City Council of the City of Madera, California, establishing monthly rates to be charged for solid waste and street sweeping furnished by the City for a five-year period and repealing Resolution 13-76 and all other Resolutions in conflict herewith
4. A Resolution of the City Council of the City of Madera, California establishing monthly rates to be charged for storm drainage services furnished by the City for a five-year period and repealing Resolution 92-120 and all other Resolutions in conflict herewith

1. A Resolution of the City Council of the City of Madera, California, establishing monthly rates to be charged for water furnished by the City for a five-year period and repealing Resolution 15-156 and all other Resolutions in conflict herewith

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ESTABLISHING MONTHLY RATES TO BE CHARGED FOR WATER FURNISHED BY THE CITY FOR A FIVE-YEAR PERIOD AND REPEALING RESOLUTION 15-156 AND ALL OTHER RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, the City of Madera previously adopted Resolution 15-156 establishing rates for water furnished by the City for the period between July of 2015 and July of 2020; and

WHEREAS, the City of Madera desires to establish water rates which were based on the actual and projected costs of providing services between August of 2022 and August 2027; and

WHEREAS, the City Council considered a Rate Study analysis prepared by NBS, a firm with expertise in the analysis of municipal utility costs; and

WHEREAS, the Council has discussed the need for increased charges at various meetings and held study session meetings regarding the potential rate increase; and

WHEREAS, the City prepared and mailed a 45-day notice of public hearing to affected customers and property owners served by the City, as required by Proposition 218; and

WHEREAS, the notice of public hearing included information on how and where to protest the proposed increase in water service rates and the notice was developed in accordance with Proposition 218; and

WHEREAS, the adoption of the proposed sewer service charges is exempt from California Environmental Quality Act (CEQA) under California Public Resources Code Section 21080(b)(8); and

WHEREAS, the Council held a public hearing on July 20, 2022, and considered all written protests and public comments regarding the proposed water rates.

WHEREAS, the Council desires to proceed with the adoption of new water rates.

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

1. The above recitals are true and correct.
2. The Council finds the water rates are supported by an appropriate Water Rate Study which is incorporated herein by reference.
3. The Council finds that no majority protest was presented against the proposed rates for water services.
4. Finds the adoption of the proposed water rates is exempt from CEQA under California Public Resources Code § 21080(b)(8).

5. Adopts the monthly rates for a five-year period to be charged for the use of water furnished by the City as enumerated in Attachment A to this Resolution which is incorporated herein by reference.
6. The newly adopted rates shall be made effective August 1, 2022.
7. Resolution 15-156 and all other resolutions in conflict herewith are hereby repealed.
8. This resolution is effective immediately upon adoption.

******

ATTACHMENT A

Water Rate Schedule	Current Rates	Proposed Rates				
		FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Fixed Meter Charges						
Monthly Fixed Service Charges:						
5/8 inch	$16.88	$14.38	$14.52	$14.67	$14.67	$14.67
3/4 inch	$19.09	$17.26	$17.43	$17.60	$17.60	$17.60
1 inch	$23.51	$23.01	$23.24	$23.47	$23.47	$23.47
1.5 inch	$34.56	$37.38	$37.75	$38.13	$38.13	$38.13
2 inch	$47.82	$54.63	$55.18	$55.73	$55.73	$55.73
3 inch	$89.81	$100.64	$101.65	$102.67	$102.67	$102.67
4 inch	$151.69	$152.39	$153.91	$155.45	$155.45	$155.45
6 inch	$299.76	$296.15	$299.11	$302.10	$302.10	$302.10
8 inch	$542.86	$468.66	$473.35	$478.08	$478.08	$478.08
Commodity Charges						
Rate per hcf of Water Consumed:						
Non-Residential	$2.41	$2.15	$2.17	$2.19	$2.19	$2.19
Residential Uniform Rates	N/A	$2.15	$2.17	$2.19	$2.19	$2.19

2. A Resolution of the City Council of the City of Madera, California, establishing monthly rates to be charged for sewer furnished by the City for a five-year and repealing Resolution 15-157 and all other Resolutions in conflict herewith

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ESTABLISHING MONTHLY RATES TO BE CHARGED FOR SEWER FURNISHED BY THE CITY FOR A FIVE-YEAR AND REPEALING RESOLUTION 15-157 AND ALL OTHER RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, the City of Madera previously adopted Resolution 15-157 establishing rates for sewer furnished by the City for the period between July of 2015 and July of 2020; and

WHEREAS, the City of Madera desires to establish sewer rates which were based on the actual and projected costs of providing services between August of 2022 and August 2027; and

WHEREAS, the City Council considered a Rate Study analysis prepared by NBS, a firm with expertise in the analysis of municipal utility costs; and

WHEREAS, the Council has discussed the need for increased charges at various meetings and held study session meetings regarding the potential rate increase; and

WHEREAS, the City prepared and mailed a 45-day notice of public hearing to affected customers and property owners served by the City, as required by Proposition 218; and

WHEREAS, the notice of public hearing included information on how and where to protest the proposed increase in sewer service rates and the notice was developed in accordance with Proposition 218; and

WHEREAS, the adoption of the proposed sewer service charges is exempt from California Environmental Quality Act (CEQA) under California Public Resources Code Section 21080(b)(8); and

WHEREAS, the Council held a public hearing on July 20, 2022, and considered all written protests and public comment regarding the proposed sewer rates.

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

1. The above recitals are true and correct.
2. The Council finds the sewer rates are supported by an appropriate Sewer Rate Study which is incorporated herein by reference.
3. The Council finds that no majority protest was presented against the proposed rates for sewer services.
4. Finds the adoption of the proposed sewer rates is exempt from CEQA under California Public Resources Code Section 21080(b)(8).

5. Adopts the monthly rates for a five-year period to be charged for the use of sewer furnished by the City, as enumerated in Attachment A to this Resolution which is incorporated herein by reference.
6. The newly adopted rates shall be made effective August 1, 2022.
7. Resolution 15-157, and all other resolutions in conflict herewith, are hereby repealed.
8. This resolution is effective immediately upon adoption.

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ATTACHMENT A

Residential

Sewer Rate Schedule	Current Rates	Proposed Sewer Rates				
		FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
FIXED MONTHLY CHARGES						
Single-Family	$42.75	$42.96	$45.11	$47.37	$49.74	$52.23
Multi-Family (per unit)	$27.77	$35.47	$37.24	$39.10	$41.06	$43.11

Commercial

Sewer Rate Schedule	Current Rates	Proposed Sewer Rates				
		FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
FIXED MONTHLY CHARGES						
Commercial (All)	$19.02	$22.81	$23.95	$25.15	$26.41	$27.73
NON-RESIDENTIAL VOLUMETRIC CHARGES PER HCF[1]						
Commercial						
Car Dealer & Dept/Retail	$2.30	$3.05	$3.20	$3.36	$3.53	$3.71
Game	$3.46	$3.02	$3.17	$3.33	$3.50	$3.68
Grocery & Mortuary	$5.04	$6.22	$6.53	$6.86	$7.20	$7.56
Hospital	$2.28	$2.73	$2.87	$3.01	$3.16	$3.32
Hotel without dining	$2.28	$2.71	$2.85	$2.99	$3.14	$3.30
Library & Church	$2.25	$3.17	$3.33	$3.50	$3.68	$3.86
Professional Building	$2.28	$3.05	$3.20	$3.36	$3.53	$3.71
Restaurant	$5.22	$6.73	$7.07	$7.42	$7.79	$8.18
School	$2.38	$2.74	$2.88	$3.02	$3.17	$3.33
Strip Mall	$3.52	$3.05	$3.20	$3.36	$3.53	$3.71
Warehouse	$3.51	$1.97	$2.07	$2.17	$2.28	$2.39
Industrial						
Light Industrial	$3.51	$1.97	$2.07	$2.17	$2.28	$2.39
Medium Industrial	N/A	$2.74	$2.88	$3.02	$3.17	$3.33
High Industrial	N/A	$3.81	$4.00	$4.20	$4.41	$4.63

1. HCF = hundred cubic feet, equal to 748 gallons of water.

3. A Resolution of the City Council of the City of Madera, California, establishing monthly rates to be charged for solid waste and street sweeping furnished by the City for a five-year period and repealing Resolution 13-76 and all other Resolutions in conflict herewith

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ESTABLISHING MONTHLY RATES TO BE CHARGED FOR SOLID WASTE AND STREET SWEEPING FURNISHED BY THE CITY FOR A FIVE-YEAR PERIOD AND REPEALING RESOLUTION 13-76 AND ALL OTHER RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, the City of Madera previously adopted Resolution 13-76 establishing rates for solid waste furnished by the City for the period beginning 2013; and

WHEREAS, the City of Madera desires to establish solid waste rates which are based on the actual and projected costs of providing services between August of 2022 and August 2027; and

WHEREAS, the City Council considered a Rate Study analysis prepared by NBS, a firm with expertise in the analysis of municipal utility costs; and

WHEREAS, the Council has discussed the need for increased charges at various meetings and held study session meetings regarding the potential rate increase; and

WHEREAS, the City prepared and mailed a 45-day notice of public hearing to affected customers and property owners served by the City, as required by Proposition 218; and

WHEREAS, the notice of public hearing included information on how and where to protest the proposed increase in solid waste service rates and the notice was developed in accordance with Proposition 218; and

WHEREAS, the adoption of the proposed solid waste service charges is exempt from California Environmental Quality Act (CEQA) under California Public Resources Code Section 21080(b)(8); and

WHEREAS, the Council held a public hearing on July 20, 2022, and considered all written protests and public comments regarding the proposed solid waste rates; and

WHEREAS, the Council desires to proceed with the adoption of new solid waste and street sweeping rates for a five-year period consistent with the NBS Study except that rates in Year 1 shall be reduced; and

WHEREAS, the rates for the five-year period including a reduced rate for Year 1 are set forth in Attachment A to this resolution.

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

1. The above recitals are true and correct.

2. The Council finds the solid waste are supported by an appropriate Solid Waste Rate Study which is incorporated herein by reference.

3. The Council finds that no majority protest was presented against the proposed rates for solid waste services.

4. Finds the adoption of the proposed solid waste rates is exempt from CEQA under California Public Resources Code Section 21080(b)(8).

5. Adopts the monthly rates for a five-year period to be charged for the use of solid waste services furnished by the City, enumerated in Attachment A to this Resolution which is incorporated herein by reference.

6. The newly adopted rates shall be made effective August 1, 2022.

7. Resolution 13-76, and all other resolutions in conflict herewith, are hereby repealed.

8. This resolution is effective immediately upon adoption.

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Attachment A (solid waste & street sweeping)

Customer Classes/Service Type	Current Rates	FY 2022/23(a)	FY 2023/24 (b)	FY 2024/25 (b)	FY 2025/26 (b)	FY 2026/27 (b)
Fixed Monthly Charges						
Single Family Residential						
Three Standard Containers	25.56	30.58	41.82	45.77	47.51	49.31
Add'l Grey	4.73	11.81	31.08	34.19	35.56	36.98
Add'l Green	2.17	9.80	11.00	12.11	12.59	13.09
Add'l Blue	2.17	8.32	11.00	12.11	12.59	13.09
Contamination Fee - 1st occurance	New Fee	12.00	13.20	14.52	15.25	16.01
Contamination Fee - 2nd occurance	New Fee	24.00	26.40	29.04	30.49	32.02
		-	-			
Commercial		-	-			
96 Gallon Grey		-	-			
1x per week	29.46	25.61	55.41	60.72	63.05	65.48
2x per week		45.00	49.50	54.45	57.17	60.03
3x per week		85.00	93.50	102.85	107.99	113.39
2 Cubic Yard		-	-			
1x per week	52.11	90.00	195.28	214.81	223.40	232.33
2x per week	102.40	168.75	266.29	292.92	304.63	316.82
3x per week	151.25	243.75	353.28	388.60	404.15	420.31
4x per week	203.10	300.00	461.03	507.14	527.42	548.52
5x per week	253.47	387.50	595.79	655.37	681.59	708.85
3 Cubic Yard		-	-			
1x per week	65.84	127.50	204.15	224.57	233.55	242.89
2x per week	130.34	240.00	284.04	312.45	324.94	337.94
3x per week	194.44	337.50	379.90	417.90	434.61	452.00
4x per week	258.72	405.00	496.54	546.19	568.04	590.76
5x per week	323.14	468.75	640.18	704.19	732.36	761.65
4 Cubic Yard		-	-			
1x per week	79.73	157.50	213.03	234.33	243.71	253.46
2x per week	157.87	273.75	301.79	331.97	345.25	359.06
3x per week	272.25	368.75	406.53	447.19	465.07	483.68
4x per week	333.10	481.25	532.04	585.25	608.66	633.00
5x per week	392.17	600.00	684.56	753.01	783.13	814.46
6 Cubic Yard		-	-			
1x per week	107.22	195.00	230.78	253.86	264.02	274.58
2x per week	213.04	305.00	337.30	371.03	385.87	401.30
3x per week	318.78	417.50	459.79	505.77	526.00	547.04
4x per week	424.44	562.50	618.75	680.63	714.66	750.39
5x per week	529.93	700.00	773.32	850.65	884.68	920.06
Commercial Recyclables Rates		-	-			
96 Gallon Blue		-	-			
1x per week		11.25	12.38	13.61	14.29	15.01
2x per week		22.50	24.75	27.23	28.59	30.02

3x per week		33.75	37.13	40.84	42.88	45.02
2 Cubic Yard		-	-			
1x per week	31.22	52.50	86.62	95.28	99.09	103.05
2x per week	55.98	87.50	173.24	190.56	198.18	206.11
3x per week	80.79	127.50	259.85	285.84	297.27	309.16
3 Cubic Yard		-	-			
1x per week	41.89	67.50	102.09	112.30	116.80	121.47
2x per week	72.72	121.25	195.52	215.08	223.68	232.63
3x per week	109.38	190.00	288.96	317.85	330.56	343.79
4 Cubic Yard		-	-	-	-	
1x per week	47.92	83.75	111.79	122.97	127.89	133.01
2x per week	89.40	137.50	212.04	233.24	242.57	252.27
3x per week	130.89	211.25	312.28	343.51	357.25	371.54
6 Cubic Yard		-	-			
1x per week	64.58	103.00	131.20	144.32	150.09	156.09
2x per week	118.12	193.75	245.07	269.57	280.35	291.57
3x per week	171.54	262.50	358.94	394.83	410.62	427.05
Commercial Organics Rates		-	-			
96 Gallon Container		-	-			
1x per week	10.28	16.75	18.47	20.32	21.13	21.98
2x per week	20.58	32.25	36.94	40.63	42.26	43.95
3x per week	30.85	51.50	56.65	62.32	65.43	68.70
4x per week	41.13	68.25	75.08	82.58	86.71	91.05
5x per week	51.41	83.75	92.13	101.34	106.40	111.72
2 Cubic Yard		-	-			
1x per week	42.18	69.63	80.29	88.32	21.13	21.98
2x per week	77.36	127.50	160.58	176.64	183.71	191.05
3x per week	118.54	185.50	240.87	264.96	275.56	286.58
4x per week	157.07	243.38	267.71	294.48	309.21	324.67
5x per week	198.84	301.38	331.51	364.66	382.90	402.04
Commercial Contamination Fees*		-	-			
1st Occurance - Per Container Cu Yard	New Fee	12.00	13.20	14.52	15.25	16.01
2nd Occurance - Per Container Cu Yard	New Fee	20.00	22.00	24.20	25.41	26.68
Overlaoded Container - Per Container Cu Yard		12.00	13.20	14.52	15.25	16.01
*Contamination applies to all three material types						
Roll Off		-	-			
Monthly Rent	181.13	219.17	241.09	265.20	278.46	292.38
Pull Charges Per Load	182.13	262.50	288.75	317.63	333.51	350.18
Miscellaneous		-	-			
Lost Lock Fee	15.00	18.15	19.97	21.96	22.84	23.75
New or Replacement Can	53.30	64.49	70.94	78.04	81.16	84.40
New Residence 3 Cart Start-up Fee		241.84	266.02	292.62	307.25	322.62
Delivery Charge	10.00	12.10	13.31	14.64	15.23	15.84

(a) Rates beginning Aug. 1, 2022

(b) Identifies the maximum rate per the NBS Rate Study. Rates may be adjusted by future Council action.

4. A Resolution of the City Council of the City of Madera, California establishing monthly rates to be charged for storm drainage services furnished by the City for a five-year period and repealing Resolution 92-120 and all other Resolutions in conflict herewith

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ESTABLISHING MONTHLY RATES TO BE CHARGED FOR STORM DRAINAGE SERVICES FURNISHED BY THE CITY FOR A FIVE-YEAR PERIOD AND REPEALING RESOLUTION 92-120 AND ALL OTHER RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, the City of Madera previously adopted Resolution 92-120 establishing rates for storm drainage services furnished by the City beginning 1992; and

WHEREAS, the City of Madera desires to establish storm drainage rates which were based on the actual and projected costs of providing services between August of 2022 and August 2027; and

WHEREAS, the City Council considered a Rate Study analysis prepared by NBS, a firm with expertise in the analysis of municipal utility costs; and

WHEREAS, the Council has discussed the need for increased charges at various meetings and held study session meetings regarding the potential rate increase, and

WHEREAS, the City prepared and mailed a 45-day notice of public hearing to affected customers and property owners served by the City, as required by Proposition 218; and

WHEREAS, the notice of public hearing included information on how and where to vote and submit ballot on proposed storm drainage service rates and the notice was developed in accordance with Proposition 218; and

WHEREAS, the adoption of the proposed sewer service charges is exempt from California Environmental Quality Act (CEQA) under California Public Resources Code Section 21080(b)(8); and

WHEREAS, the Council held a public hearing on July 20, 2022, and considered all written protests and public comments regarding the proposed water rates.

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

1. The above recitals are true and correct.
2. The Council finds the storm drainage rates are supported by an appropriate Storm Drainage Study which is incorporated herein by reference.
3. The Council finds that the majority votes presented supported the proposed rates for storm drainage services.
4. Finds the adoption of proposed storm drainage rates is exempt from CEQA under California Public Resources Code Section 21080(b)(8).

5. Adopts the monthly rates for a five-year period to be charged for storm drainage services furnished by the City, as enumerated in Attachment A to this Resolution which is incorporated herein by reference.
6. The newly adopted rates shall be made effective August 1, 2022.
7. Resolution 92-120, and all other resolutions in conflict herewith, are hereby repealed.
8. This resolution is effective immediately upon adoption.

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ATTACHMENT A

Storm Drain Rate Schedule	Current Rates	Proposed Rates				
		FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Proposed Monthly Usage Charge						
Single Family Residential						
per month	$2.00	$2.92	$3.36	$3.87	$4.44	$5.11
Multi Family Residential						
Equal or less than 40 units						
per square foot,	$0.002	$0.002	$0.003	$0.004	$0.005	$0.006
maximum per month	$80.00	$80.00	$92.00	$106.00	$122.00	$140.00
Greater than 40 & equal or less than 80 units						
per square foot,	$0.002	$0.002	$0.003	$0.004	$0.005	$0.006
maximum per month	$160.00	$160.00	$184.00	$212.00	$244.00	$281.00
Greater than 81 units						
per square foot,	$0.002	$0.002	$0.003	$0.004	$0.005	$0.006
maximum per month	$240.00	$240.00	$276.00	$317.00	$365.00	$420.00
Non-Residential (Including Churches)						
per square foot of ground floor,	$0.004	$0.005	$0.006	$0.007	$0.009	$0.011
maximum per month	$80.00	$100.00	$115.00	$132.00	$152.00	$175.00

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: C-2

SUBJECT:

Public hearing to approve the Community Development Block Grant (CDBG) 2022-2023 Action Plan final funding allocations and subrecipient agreements including an updated recommendation of allocated funds towards McNally Park

RECOMMENDATION:

Conduct a public hearing to receive final public input on the 2022/2023 Action Plan and adopt Resolutions:

1. Approving a Subrecipient Agreement for Services ($5,000) with Madera Coalition for Community Justice; and
2. Approving a Subrecipient Agreement for Services ($32,500) with Madera Rescue Mission; and
3. Approving a Subrecipient Agreement for Services ($35,400) with O.L.I.V.E. Charitable Organization; and
4. Approving a Subrecipient Agreement for Services ($10,000) with Pequeños Empresarios; and
5. Approving a Subrecipient Agreement for Services ($34,000) with Madera Coalition for Community Justice; and
6. Approving a Subrecipient Agreement for Services ($21,401.50) with City of Madera, Parks & Community Services; and
7. Approving a Subrecipient Agreement for Services ($20,000) with Community Action Partnership of Madera County, Inc.; and
8. Approving a Subrecipient Agreement for services ($25,000) with City of Madera Engineering Department; and
9. Approving a Subrecipient Agreement for Services ($25,000) with City of Madera Public Works Department.

SUMMARY:

The City of Madera (City) received notification from the U.S. Department of Housing and Urban Development (HUD) on May 13, 2022, that it was eligible to receive an allocation for the CDBG 2022-2023 fiscal year in the amount of $922,010. It is noted that there is also an additional $60,000 of reallocation housing funds from the 2021-2022 allocation that will be reallocated into this Action Plan. The public hearing is for City Council (Council) to approve final funding allocations and to enter into agreements with grant subrecipients.

DISCUSSION:

Any project or activity being conducted by City or a subrecipient must address at least one of the three HUD's National Objectives, when such a project of activity will be funded through CDBG allocated dollars.

HUD's National Objectives are as follows:

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

In addition, to ensure that funded activities further one of HUD's National Objectives, the City is required to identify priorities for its CDBG funds, through the development of a five-year Consolidated Plan. The City has identified the following primary- tier and secondary- tier priorities for funding cycles 2020-2024.

- Primary- Tier priorities
    - Quality Housing (Rent affordability and rental assistance)
    - Homelessness (Supportive services and prevention)
- Secondary – Tier priorities
    - Neighborhood Revitalization (Infrastructure Improvements, Streets/Roads/ Lighting and Community Centers/Park)

The City received a total of 11 applications for the CDBG 2022-2023 Notice of Funding Availability cycle, including: 2 for Administration, 7 for Public Services, and 2 for Capital Projects/Public Improvements. The applicants provided brief presentations to the Block Grant Commission (BGC) during their special meeting on June 6, 2022 and June 8, 2022, then brought those recommendations before Council on June 15, 2022, during which meeting Council approved tentative allocations.

Council Tentative Allocations

During the Council meeting of June 15, 2022, Council voted unanimously to approve tentative allocations for the administrative category. The eligible allocation is $184,402 and the total requested is $204,402. Table 1 below shows the tentative allocations for Administration.

Table 1: *City Council Tentative Administration Allocations*		
Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
City of Madera – Action Plan Administration *Administration to Oversee CDBG Program*	$164,402	$164,402
CAPMC – Fresno Madera Continuum of Care *Point-in-Time Count Administration*	$20,000	$20,000
Total	**$184,402**	**$184,402**

Council deliberated on the Public Service funding applications and approved tentative allocations by a majority vote of 4-3. The eligible allocation is $138,301 and the total requested is $433,986. Table 2 below shows the Council tentative allocations for Public Services.

Table 2: *City Council Tentative Public Service Allocations*		
Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
Madera Coalition for Community Justice – *Madera Youth Leaders Street Art Project*	$0	$5,000
Madera Rescue Mission – Homeless Services Program *Homeless Prevention and Services*	$34,500	$32,500
O.L.I.V.E. Charitable Organization – O.L.I.V.E. Safe House *Bennet House*	$37,400	$35,400
Pequeños Empresarios – *Child Entrepreneurship Education*	$10,000	$10,000
Madera Coalition for Community Justice – *Madera Rental Assistance Program*	$30,000	$34,000
City of Madera, Parks & Community Services –Senior Nutrition & Recreation Programs *Senior Wellness, Meals and Recreation*	$26,401.50	$21,401.50
Total	**$138,301.50**	**$138,301.50**

Council discussed 2 additional Capital Projects/Public Improvements funding applications. The total available allocation is $659,307 and the total requested is $50,000. The remaining eligible balance is $609,307. Staff is proposing to incorporate allocation of the remaining balance to the McNally Park Project into the Annual Action Plan. The Block Grant Commission is aware and supports said allocation. Council approved tentative allocation requests by the City Engineering Department and the City Public Works Department by a majority vote of 7-0. Table 3 below shows the tentative allocations for Capital Projects/Public Improvements. Staff is recommending allocating the remaining capital/public improvement balance of $609,307 towards improvements at McNally Park.

Table 3: *City Council Tentative Capital Projects/Public Improvements Allocations*		
Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
City of Madera Engineering Department – *Front Desk Counter*	$25,000	$25,000
City of Madera, Public Works Department *Sidewalk and ADA Corner Ramp Improvements*	$25,000	$25,000
**McNally Park Project*	*$609,307*	*$609,307*
Total	**$659,307**	**$659,307**
*****Updated allocation request of remaining capital/public improvement funds.		

A 30-day public review and comment period is required, following the approval of the tentative allocations on June 15, 2022. As of the writing of the staff report, City has received no written public comments.

FINANCIAL IMPACT:

This allocation will not have an impact on the General Fund. The City will be administering the grant with CDBG administration funds available and City's CDBG allocations will be administered with current City staff.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

ALTERNATIVES:

As an alternative, Council may:

1. Deny approval of the Agreements.
2. Direct staff to enter into alternate Agreements.

ATTACHMENTS:

1. Resolution
   Exhibit 1- Madera Coalition for Community Justice Agreement
   - Exhibit A – Budget
   - Exhibit B – Application
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements
2. Resolution
   Exhibit 1- Madera Rescue Mission Agreement
   - Exhibit A – Budget
   - Exhibit B – Application
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements
3. Resolution
   Exhibit 1- O.L.I.V.E. Charitable Organization Agreement
   - Exhibit A – Budget
   - Exhibit B – Application
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements
4. Resolution
   Exhibit 1- Pequeños Empresarios Agreement
   - Exhibit A – Budget
   - Exhibit B – Application
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements
5. Resolution
   Exhibit 1- Madera Coalition for Community Justice Agreement
   - Exhibit A – Budget
   - Exhibit B – Application
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements
6. Resolution
   Exhibit 1- City of Madera, Parks & Community Services Agreement
   - Exhibit A – Budget
   - Exhibit B – Application
   - Exhibit C – Quarterly Activity Report
   - Exhibit D – CDBG Certifications
   - Exhibit E – CDBG Accessibility Requirements

7. Resolution

Exhibit 1- Community Action Partnership of Madera County, Inc. Agreement

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

8. Resolution

Exhibit 1- City of Madera, Engineering Department Agreement

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

9. Resolution

Exhibit 1- City of Madera, Public Works Department Agreement

- Exhibit A – Budget
- Exhibit B – Application
- 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 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($5,000) WITH MADERA COALITION FOR COMMUNITY JUSTICE

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Coalition for Community Justice in the amount of $5,000 ("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 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 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA COALITION FOR COMMUNITY JUSTICE

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, 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 "B",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed $5,000 in fiscal year 2022-2023. 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 (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, 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 "B"** 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 "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "B."** 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 "A**" or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** 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 "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

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.
- $500,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and $500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates 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)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient 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 Subrecipient 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
//

Subrecipient 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 Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
MADERA COALITION FOR COMMUNITY JUSTICE
219 S. D St.
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

[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 as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

MADERA COALITION FOR COMMUNITY JUSTICE:

By: _____
Madera Coalition for Community Justice

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

FY 2022-2023 Budget
MADERA COALITION FOR COMMUNITY JUSTICE
Madera Coalition for Community Justice

Budget Line Item	Madera
Personnel Lines needed: 1	
Coordinator	$4,000.00
Benefits	$500.00
Taxes	$0.00
Subtotal Personnel	$4,500.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	$0.00
Equipment	
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	
Consulting	
Evaluation	
Other Lines needed:	
Subtotal Non-Personnel	$0.00
Total Personnel & Non-Personnel	$4,500.00
Indirect Costs	$500.00
TOTAL	$5,000.00
Number of Persons Served:	125
Cost per Individual	$40

Choose Font: 20

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Coalition for Community Justice
Name of Project: Madera Youth Leaders Street Art Project	
Street Address/Service Area of Project:	219 S D st
City: Madera	Zip: 93638
Amount Requested for this Project:	$27,403
Amount of Leveraged Funds Available for this Project:	$0

Mailing Address:	Madera, CA 93638
City: 559 416-7401	Zip:
Grant Administrator :	Title:
Phone:	Email: Madera, CA 93638
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: 219 S. D St.	Federal EIN/TIN Number: 77-0391942
Program/Project Administrator: 219 S D Street	Title: Madera, CA 93638
Phone:	Email: 219 S. D St.
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max):MYLSAP is creative placemaking and at its best connects community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the place they live in and allows youth to engage in positive change in Madera.	

CDBG PUBLIC SERVICES APPLICATION

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

whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

The Madera downtown has been in steady decline since the 80s. The older generation often harkens back to the “good old days” and stay away from the downtown referring to it derogatorily as “Little Tijuana.” Despite the previous best efforts of the city’s redevelopment agency, most of the downtown remain blighted. Since the pandemic, there have been more empty storefronts and fewer foot traffic. While most Maderans stay away due to the fear of crime, it is still frequented by new immigrants and farmworkers. Public art has the transformative power to build pride in the neighborhoods while expressing the world-view of community members, where they come from, what they do and how they connect to each other. Art builds community capacity, empowering and fostering civic engagement through creative artistic expression and collective leadership among the low-income, minority and farmworker communities. More specifically, street art has the effect of bridging community values between the young and old. Furthermore, it facilitates youth engagement especially in terms of supporting them in becoming more positively involved with public space and art. In Madera, many teens are isolated – there is little in terms of program activities. This program expands opportunities to the underserved to express their creative and artistic visions of the future of the community that engages, inspires, provokes and lays the groundwork for a more inclusive and equitable City of Madera.

Madera Youth Leaders Street Art Project is creative placemaking and at its best connects community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the place they live in and allows youth to exercise transformative agency by reclaiming public space as a forum to take action for positive change. The proposed project brings arts and culture to make safe and improve the place where they live. It places youth, front and center, as “stewards” of the place and space where they live and learn. By extension, it provides links to multiple sectors of the community. The project activities will be designed by youth, planned by

youth, and implemented by youth, with the support, guidance, mentoring and training provided by MCCJ staff, California Rural Legal Assistance, other professionals and experts.

It would provide a youth voice that integrates them into public life while providing a positive, supportive and active engagement in the community. It keeps them grounded and gives them a sense of place. (MYLSAP can provide a new forum for all sorts of visual and cultural art and music and other performance art where students can freely and openly learn and participate in.) At the same time, it invigorates the larger community and provides a healthy injection of creative energy that is sorely needed. From the City's perspective, the project begins to build a healthy community that revitalizes the economy of the downtown making it accessible, attractive and exciting, promotes healthy living, lowers crime and increases civic participation and political engagement.

The project seeks to establish a "public art space" in downtown Madera that will be spearhead by a cadre of youth. MYLSAP will utilize the downtown area as a canvas as it were where sanctioned spaces and/or items (e.g., bus shelters, benches, power boxes, garbage receptacles, etc.) in downtown Madera will be targeted to display street art. Ideally, this campaign will be a part of the City's revitalization of its downtown and serve as a beginning effort to create a hub -- a gathering place for youth and denizens from the eastside of town to mingle, shop, eat, transact services, etc. Moreover, it will provide a creative space for youth to engage different groups and to be recognized by a wider public audience as a place that hosts educational and cultural events and a welcoming place that promotes public discourse and the exchange of ideas. The overarching purpose is to use art as the driver that reweaves the downtown fabric, restoring it former prominence as a center of community activities. The return of foot traffic has the impact of making the downtown lively, active, attractive, safe and pedestrian friendly which in turn promotes economic activities that translate to jobs and increased property value. In that connection, future directions call for networking with the Madera County Arts Council along with Madera Unified School District to initiate an "Art Hop" that invites local youth street artists to

contribute their artwork, show and tell, and provide a platform for other youth to learn and compete and offers art classes and activities.
In this past year, MCCJ install an mural wall that was utilized as a “community bulletin board” that displayed different messages and themes that showcased the art work of youth, e.g., Black History Month, Earth Day, etc. The project will continue this format and engage youth form MUSD, juvenile hall, Pioneer Technical School and other charter schools.
The program will be comprised of two core components. The first component (months 1-3) will be the planning process and plan preparation, and the second component (months 4-12) will be the plan implementation. Fifteen to twenty-four youth will be recruited from the local high schools for this year-long project. (It is anticipated that each event will involve an additional 50 youth from the Eastside Madera.) They will meet biweekly or as frequently as needed. The youth group will be guided by the MCCJ staff coordinator (who is an artist) to navigate the technical, political, legal and administrative considerations attending to this project. The project will begin with the hiring of a coordinator and student recruitment in the first month. These youth will be educated on a broad range of issues in order to develop a comprehensive plan that is essential to implement the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action research and mapping assessment. They will also engage in maintenance activities: leadership development, team-building and relationship-building opportunities with adult allies. They will have opportunities to meet with public officials and agency staff. An advisory committee may be established consisting of local stakeholders. In the second part of the program, the youth will begin by mapping community assets and resources, convene forums where they learn and listen to the community regarding goals, perception, problems and possibilities of public art, write letter to editor and collaborate on news story published in local and school newspapers, prepare a report of findings and recommendations, bring key stakeholders together to develop a shared vision, visit six street art sites around the state, conduct research, network with other street art

communities, and consult with local and regional street art experts for technical assistance on specific art projects and promoting public art spaces. Throughout the project life, there will be opportunities for the youth to reflect and regroup. There will be time scheduled to allow them to reflect on what they've learned and impact of their experience. Program activities will be planned and coordinated in a manner that provides a continuous loop of feedback that allows staff to monitor results, effectiveness and impact.
The youth will develop an action plan with goals linked to specific actions. Each goal will be broken into specific steps assigned to specific individuals. They will establish the time frame for the planning process and implementation schedule that links budget and task responsibilities.
Further, they will conduct face-to-face /meeting/workshops with stakeholders to review and research suitable sites/"targets," flesh out problems, issues and concerns, consider budget and resource availability, develop vision for a plan, develop plan goals and objectives, generate and evaluate plan options and adopt best plan. During the course of these activities, they will collectively determine common thread issues including: site selection, display format, motifs, themes and/or cultural symbols, images and/or styled street art-writing, governance, rules of operation, and criteria for idea selection. They will also participate in developing effective communications, outreach and education tools. The youth will be involved in the day-to-day responsibility of implementing and running the project under the supervision of the staff coordinator and guided by artist consultants. Finally, youth will have opportunities to visit other mural sites in nearby communities.

2. EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
There is a dearth of youth programs in the City and the need was magnified manifold following the pandemic when youth were forced to stay at home for over a year depriving them of the very necessary social interaction that is critical to their emotional and intellectual development. Certainly, there are no art programs offered saved for limited instances of school art activities and private classes offered

at the Madera Circle Art Gallery.
MCCJ projects go beyond doing the critical work in the community to bring about economic equity, social and environmental justice -- it seeks to actively engage its constituents to become a catalyst and to actively engage them in fashioning the solution. The proposed project offers a multi-faceted framework that uses the community as the forum for catalyzing new thinking, social interaction, cooperative and collaborative activities, real-life learning, and problem-solving. In that connection, it provides a context for addressing barriers in the local socio-political, environmental and educational system that circumscribe their quality of life, developmental needs and social engagement.

Youth is an underutilized and overlooked resources. Too often, the adult world seeks to do things for them or to do things to them when they misstep. MCCJ's vision is to combine education and activism as the cornerstone of a sustainable community, in which youth live their lives consciously choosing actions that ensure a healthy quality of life. Its mission is to harness the collective vision, energy, and talent of youth and to parlay those expressions in ways that are collaborative and constructive to better the community by providing them with leadership development, educational tools and access to network of resources.

Timeline: This program will commence once it is funded which is anticipated to be the beginning or early June and it will continue until June 30th or later until all the funds allocated for financial assistance to households facing evictions or utility shutoffs are exhausted.
Month 1: Recruit and hire staff (coordinator and supervisor; training; establish office procedures; implement programmatic logistics; develop info handout; conduct outreach to publicize program and coordinate referrals.
Month 2 through end of program: See clients Monday to Friday from 9 am to 5 pm and by appointments also -- interview, review application requesting financial assistance, counseling and referral. Continue outreach in

community. Use media (Univision and Radio Bilingue) to outreach to Spanish-speaking families.

3. Explain how your program supplements or complements existing services without duplicating them.
MYLSAP will complement the art activities with Madera County Art Council and MUSD art classes. Separately, it will coordinate its activities with the Tafoya Academy, Juvenile Hall and Pioneer Technical School. The approach is collaboration and not supplanting of existing services.

4. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.
Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of goals and compliance with budget outlay.
There are important indicators that will measure successes or failures: retention rate of over 70% of participants; increase knowledge, confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 50% of members participate in college outreach; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume leadership roles in assigned activities; increased knowledge of current events and local issues in the City, increased understanding, skills, and knowledge of schools, local government, public hearing process, and budgets; enhanced confidence and skills in public speaking; understanding of leadership development; deeper appreciation of cooperation and collaboration; and attendance at least one public hearing. Separately, there will be periodic evaluations by participants and partners on the program and/or activities. These important “lessons learned” will be shared with participants, community partners, the organization and board. Process will be

evaluated through quarterly activity and budget reports. Review and updates will be provided by MCCJ director to the board monthly.

5. Mark the box below that indicates the national objective met:

◉ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

◉ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Click Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

○ **LMC-Limited Clientele.** 570.208(a)(2)**.**

○ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

○ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:

- ○ Abused children
- ○ Battered spouse
- ○ Ederly persons (62 years of age or older)
- ○ Illiterate persons
- ○ Migrant farm workers
- ○ Handicapped individuals
- ○ Homeless persons
- ○ Persons with AIDS

○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

○ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meetig the definition of "severely disabled."

○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or

fewer employees, including owner who is a low-mod person).

- **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

- **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

- **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

- **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please Click Here for the regulations and criteria.

- **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

Improve the quality and access to programs and facilities for recreational services.
Enhance the economic well-being of all citizens through education and training
Enhance the quality and use of the physical infrastructure of Madera.
MYLSAP aligns with the following:
Provide health and wellness activities for youth such as teen activity programs and community-led activities.
Initiate campaign to increase downtown revitalization.
Project combines the two objectives to expand opportunities to underserved youth by introducing an intersection of art and civic engagement in a planned fashion that brings people together and build relationships in the community. The artistic creativity, expressions and vision in tandem with collaboration are the building blocks to community development and downtown revitalization.

7. How will your program meet its goals in one year?
Staff coordinator will vigilantly follow the action plan and activities adopted to ensure that all the goals are attained. Board will provide oversight.

8. 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.
N/A

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
There are no proposed plans for fund raising at this time. However, if opportunities arise in the future, MCCJ is committed to pursuing them.

10. 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 pandemic really tamped things down. While it did not initiate a formal survey, through its many different projects at different venues and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made aware of the dire need for youth activities. In its parent classes and resource centers, participants have consistently expressed concerns about the lack of youth activities. In fact, the pandemic lay bare the lack of youth activities in the City at a time when they were force to stay at home which curtailed severely curtailed social interaction with peers and collective activities.
There were no records maintained that documented this need.

11. 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

12. When there is an overflow of clients, how is it determined whom to serve?
The project is designed to be flexible. Every effort will be made to include as many youth as practicable. Those that are part of the core group will nevertheless be encouraged to participate in planned activities.

13. Discuss your program's/project's successes.
MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; and 6) "We Are One" mural exhibit currently installed at the Circle Art Gallery (https://www.youtube.com/watch?v=Pk5vSqwUXto). See photo attachments of the aforementioned.

14. Discuss your program's/project's past performance (2015 to 2020).
MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day

celebration at MUSD; 3) “Paint Downtown” interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; and 6) “We Are One” mural exhibit currently installed at the Circle Art Gallery (https://www.youtube.com/watch?v=Pk5vSqwUXto). See photo attachments of the aforementioned.

Back in 2017-8, MCCJ sponsored Zocalo Madera, a public art space that hosted monthly events. (Funded by CDBG.) Each event was attended by over 100 participants,/attendees. Additionally, one middle school and both high school classes participated. In its Black Lives Matter street mural (2021), the total participation exceeded 150. In its 2021-22, the events (paint parties) averaged over 75 youth each. Residents of the community regularly go by the wall mural that was install to see the art work. Street art is very popular inter-generationally but especially the younger population. One local official recently commented that the corner of 5th and B St. is the one bright spot in the downtown.

15. Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
Records will be kept of all participants and running summary of activities/services undertaken.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	250
2. Indicate the **Total number of Unduplicated Clients** you intend to serve during the term of this proposed program/service (12 months).	250
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	◉ Yes ○ No
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	◉ Yes ○ No

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.)	○ Yes ◉ No
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
0-5	35
6-12	50
13-17	155
18-34	10
35-54	
55-59	
60-64	
65+	
Total	250

GENDER	
Female	150
Male	100
Total	250

Female-Headed Households	50

Ethnic Categories*	Clients
Hispanic or Latino	180
Not-Hispanic or Latino	70
Total	250

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	10
Black or African American	10
Native Hawaiian or Other Pacific Islander	
White	48
Other	182
Total	250

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing

and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

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

E. CITIZEN PARTICIPATION:
Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?
Include documentation of support for the proposal such as meeting minutes, letters and petitions.
Through its youth work over the years beginning in 2001,

MCCJ has learned that there is a real demand and attraction by youth to street art. In the art events it has sponsored in the past 5 years, they have all been well attended and youth have overwhelmingly participated in making them a success.

No records kept.

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

3. Provide evidence of collaboration with other agencies within the community.
MCCJ has collaborated with the Madera Art Gallery in 2021 that was showcased as 'We Are One.' It continues to be in conversation with the council (and by extension the Madera County Art Council)about joint activities. It has also collaborated with the art classes at various schools in the school district.

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: Eddie Ocampo	Title:Director
Company/Agency Self-Help Housing	Tel. Number: 559-802-1683
Email Address: EddieO@selfhelpenterprises.org	

Name: Ara Kelegian	Title: Principal
Company/Agency Ripperdan Community School	Tel. Number: 559-674-0059
Email Address: ararkelegian@maderausd.org	

Name: Mattie Mendez	Title: Executive Director
Company/Agency CAPMC	Tel. Number: 559-675-5749
Email Address: mmendez@maderacap.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? monthly

What was the average number of Board members attending meetings last year? 6

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

Minimum: 4 Maximum: 14

Date of Incorporation: 1994

FINANCIAL:

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

N/A.

How often are financial records audited, and by whom?

bienally

Are the treasurer and/or other financial officers bonded? ○ Yes ◉ No

If so, for how much?

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

None.

List any outstanding obligations:

None.

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 1			
Coordinator	$17,160	$0	$17,160
Benefits	$1,565	$0	$1,565
Taxes	$980	$0	$980
Subtotal Personnel	$19,705	$0	$19,705
Non-Personnel			
Move-In Assistance			$0
Supplies & Materials	$1,778	$0	$1,778
Equipment			$0
Communications	$420	$0	$420

Meetings & Convenings	$1,200	$0	$1,200
Travel & Transportation	$900	$0	$900
Training			$0
Consulting			$0
Evaluation			$0
Other Lines needed:			
Subtotal Non-Personnel	$4,298	$0	$4,298
Total Personnel & Non-Personnel	$24,003	$0	$24,003
Indirect Costs	$3,400	$0	$3,400
TOTAL	$27,403	$0	$27,403
Proposed # of Persons Served:	250		
Cost per Individual	$110		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment	Link or Explanation for Missing Attachments
☑ Articles of Incorporation and Bylaws	artofincorp.pdf
☑ Organization Chart	org_chart_2.pdf
☑ Non-Profit Determination Letters, IRS & State (501.3.c)	irs_501c3.pdf
☑ Most Recent Financial Statements	2022-budget.pdf
☑ Most Recent Audit & Findings, if any	auditmccj21.pdf
☐ Program Intake Policies	Program intake policy to be developed
☑ Client Intake Form	MYL_Application.docx
☐ Evaluation Document	N/A
☑ Board Certification	MCCJ_Board_Cert_5-25-22_CDBG_Application_for_City_0332_001.pdf
☑ Board Roster	Board_of_Directors_LIst_2022.docx
☑ Income Certification Form	2022incomeguideline.pdf

- ☐ Other -
- ☐ Other -

Submitted By:	Baldwin Moy
Date Signed	06/17/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022
Approval Modified By	?
Date Signed	//

Initially submitted: May 25, 2022 - 15:34:32

Returned to Draft 06-17-2022 by Madera
Reason: Please update the budget.

Exhibit C

City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Program:
Agency:

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date: **IDIS #:**
Agency Name: **PO #:**
Agency Address
Program Name: **Grant Year:** **Report Period:**
Program Description:
Prepared By: **Phone #:**
E-mail:

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	

2. Income Data - Unduplicated PERSONS Served View AMI Table

-- NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
TOTALS						

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served ?	Hisp ?	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											**0**	**0**
Black/African American											**0**	**0**
Asian											**0**	**0**
Amer. Indian/Alaskan Native											**0**	**0**
Native Hawaiian/Pacific Isl.											**0**	**0**
Amer. Indian/White											**0**	**0**
Asian/White											**0**	**0**
Black/White											**0**	**0**
Amer. Indian/Black											**0**	**0**
Other											**0**	**0**
TOTAL	**0**	**0**									**0**	**0**

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($32,500) WITH MADERA RESCUE MISSION

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Rescue Mission in the amount of $32,5000 ("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 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and MADERA RESCUE MISSION, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

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

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

D. 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 "B",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed $32,500 in fiscal year 2022-2023. 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 (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, 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 "B"** 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 "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "B."** 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 "A**" or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** 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 "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

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.
- $500,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and $500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates 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)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient 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 Subrecipient 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
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Subrecipient 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 Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
MADERA RESCUE MISSION
Madera, CA 93638
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts

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

[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 as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

MADERA RESCUE MISSION:

By: _____
Madera Rescue Mission

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

FY 2022-2023 Budget
MADERA RESCUE MISSION
Madera Rescue Mission

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	$0.00
Taxes	$0.00
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	$0.00
Supplies & Materials	$3,000
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
Other Lines needed: 3	
Utilities	$18,000.00
Insurance	$10,000
Printing	$1,500
Subtotal Non-Personnel	$32,500.00
Total Personnel & Non-Personnel	$32,500.00
Indirect Costs	$0.00
TOTAL	$32,500.00
Number of Persons Served:	200
Cost per Individual	$163

Choose Font: 20

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Rescue Mission
Name of Project: Homeless Program	
Street Address/Service Area of Project:	1305 Clinton Street
City: Madera CA	Zip: 93638
Amount Requested for this Project:	$34,500
Amount of Leveraged Funds Available for this Project:	$0
Mailing Address:	Madera, CA 93638
City: Madera	Zip: 93638
Grant Administrator : Ligia Pacheco	Title: Accounting
Phone: (559)675-8321 Ext 223	Email: mrmaccting.bus@gmail.com
SAM Number: 197697709 System for Award Management (Formerly, CCR) Number	
UEI Number: H2DFU4VANDJ4	Federal EIN/TIN Number: 77-0144133
Program/Project Administrator: Lynda Belmontez	Title: Deputy Director
Phone: 5596758321	Email: lbelmontez@maderarescue.org
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max):Madera Rescue Mission' is an ongoing program providing emergency and transitional shelter to the homeless, single individuals and low-income families with children. Help clients with the process of being homeless to obtain their permanent housing. Serving more than 3,000 meals monthly as well as offer a 9 /12 month faith based Recovery Program.	

CDBG PUBLIC SERVICES APPLICATION

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

The community problem that needs to be addressed is the homeless issue. It is affecting not only residential areas and business's, but to our environment. The continued trash and human disposal on our street's is concerning, not only to residents living near the river, but to The Health Department as well. According to new statistics released by Data.Census.gov. It was estimated for Madera CA to have a population of 159,410 for 2021. This is an indicator that our town will have an increase of homeless population for 2022. Added to this we have many people that have not only lost their jobs, but their houses as well due to COVID-19. Everyone knows that this pandemic is a nation wide issue that has had devastating consequences.

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

Holy Family Table is soup kitchen that provides breakfast, The Hope House provides limited daily activities for the homeless. There are some other agencies that provide services to low income individuals such as Love Inc, CAPMC.

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

Madera Rescue Mission serves all people in need as it relates to emergency shelter and food.
We have emergency housing for women and children (38 beds)
We have emergency housing for men (64 beds)
We serve 3 daily healthy meals. (more than 3,000 meals monthly)
We offer 9/12 month faith-based Recovery Program.
We teach Biblical principles.
We offer classes of anger management and domestic violence prevention as well ACE Overcomers.
We offer work skills in different areas.

4. 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.
MRM measures our effectiveness by keeping track of our daily services being provide which includes daily meals served & nightly bed logs, in addition we also have our staff provide daily narrative info if any incidents happens during the night shift. We make sure that our guest feel comfortable, loved and having the sense that we really care for them.

5. Mark the box below that indicates the national objective met:

◉ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

○ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Click Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

◉ **LMC-Limited Clientele.** 570.208(a)(2).

◉ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

◉ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:

- ○ Abused children
- ○ Battered spouse
- ○ Ederly persons (62 years of age or older)
- ○ Illiterate persons
- ○ Migrant farm workers
- ○ Handicapped individuals
- ◉ Homeless persons
- ○ Persons with AIDS

○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

- **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meetig the definition of "severely disabled."

○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).

○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

○ **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please Click Here for the regulations and criteria.

○ **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

MRM meets National Objective # 1. Our services benefit the homeless, low-income families & children. MRM also works with people with substance abuse through our 9/12-month in-patient Recovery Program. MRM endeavors to provide a safe place to reside during an emergency scenario. Through our program the Connection we work arduously with other agencies to help find a solution to the homeless issue in our community.

7. How will your program meet its goals in one year?
Madera Rescue Mission meets our goals by:
Benefitting low-income families and children.
Providing decent temporary housing in a suitable living environment.
Helping & connecting clients with necessaries resources to obtain their permanenting housing.
Alleviating the hunger issue in our community.
Serving clients with mental health problems & substance abuse.
MRM's goals will be met by the accessibility of services upon client's request and having the satisfaction of serving anyone in need with love and compassion.

8. 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.
MRM, relies on our faithful monthly donors and business's. This Year, We have received a grant of $3,000K from Bank of America to support our annual operating budget. Also we were approved $49,000K from FEMA to support our expenses for daily meals & nightly beds that we serve to our community. This year the amount of contributions have drastically decreased due to financial issues that many of our regular donors are facing.

9. 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).
MRM has 3 major events to raise funds. We have the Second Wind 5K run, in conjunction with the Food Bank, annually in March, which raised $8,000. We will have our annual fundraiser banquet in October (estimated net income 20K as well as our Thanksgiving & Christmas mail campaign (estimated Net 30K)

10. 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 advertises our activities and programs on social media (Facebook). We also have volunteers that help at our annual banquet and our 5K-Run. We also welcome the participation of people in our community in serving meals at Thanksgiving & Christmas. In addiction, we have people that come to the Mission to teach our clients in our Recovery Programs & our nightly guest.

11. 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

12. When there is an overflow of clients, how is it determined whom to serve?
For MRM every client is important to us, we are a first come first served organization, but we strive to help all that come to our doors.

13. Discuss your program's/project's successes.
MRM success hinges on people:
People becoming sober.
People being able to re-enter society.
People being able to obtain permanent housing.
People feeling safe, and no longer hungry.
People being able to go back to work.
Families being restored.
MRM success is reached by accomplishing our mission's goal, which it is to serve the least, the last and the lost with radical hospitality.

14. Discuss your program's/project's past performance (2015 to 2020).
Our past performance is measured through the successful outcomes mentioned in previous answer # 13. Between 2015 & 2021 we have delivered our services to our community as followed:

From 2015 to 2021, we have had more than 45 graduates from our Recovery program, which have re-entered society. We also have had more than 78 homeless move from emergency housing to permanent housing. In addition, more than 36,500 annually meals were served to our community and more than 18,250 annually bed nights.

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

MRM will make every effort to receive written/video testimony from the guests who have spent time with us. We have seen a steady increase in need and foresee much more need in 2021. For 2022 we expect to have more demand of services due to the event of COVID-19 has impacted our community, and it will tax Madera on numerous levels, from food insecurity to housing.

A new need from our community was to a have available place where to allocate homeless patients released from the hospital. Now MRM count with a temporary Respite Care for men & women.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	800
2. Indicate the **Total number of Unduplicated Clients** you intend to serve during the term of this proposed program/service (12 months).	200
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.	○ Yes ◉ No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	○ Yes ◉ No

Please explain your answer to #3 above. Limit your response to the space below

AGE	
0-5	15
6-12	10
13-17	10
18-34	45
35-54	65
55-59	30
60-64	15
65+	10
Total	200

GENDER	
Female	40
Male	160
Total	200

Female-Headed Households	40

Ethnic Categories*	Clients
Hispanic or Latino	80
Not-Hispanic or Latino	120
Total	200

Racial Categories*	Clients
American Indian or Alaska Native	80
Asian	14
Black or African American	40
Native Hawaiian or Other Pacific Islander	17
White	40
Other	9
Total	200

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

Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

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

E. CITIZEN PARTICIPATION:
Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?
Include documentation of support for the proposal such as meeting minutes, letters and petitions.
Public input is received during Thanksgiving, Christmas, 5-K & Annual Banquet events. At these events we have community members coming together to support our efforts in serving the more vulnerable people in our community. It is priceless to hear the good feedback we receive after services were provided to clients.

2. Note complaints that have been received, etc.
No complaints so far, and we hope it never happens since our goal is to make everyone feel welcome.

3. Provide evidence of collaboration with other agencies within the community.
We partnership with:
Madera food Bank in distribution of food boxes and the 5K-event.
Community Action Partnership of Madera County
Madera County Department of Correction
Department of Social Services
Behavioral Health
Madera County Public Health
Madera Community Hospital

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: Ryan McWherter	Title:Executive Director
Company/Agency Madera Food Bank	Tel. Number: (559)975-5315
Email Address: rmcwherter.maderafoodbank@gmail.com	

Name: Mattie Mendez	Title: Executive Director
Company/Agency CAPMC	Tel. Number: (559)675-5749
Email Address: mmendez@maderacap.org	

Name: Sara Bosse	Title: Public Health Director

Company/Agency Madera County Health Department	Tel. Number: (559)675-7893
Email Address: Sara.Bosse@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 1 Monthly
What was the average number of Board members attending meetings last year? 7
Based on the bylaws, what is the minimum and maximum number of seats on the Board?
Minimum: 5 Maximum: 8
Date of Incorporation: 1987

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supportingdocumentation.
We have been approved from FEMA PHASE 39 $19K and from FEMA PHASE ARPAR $30K. Also From Bank of America we received $3K. Please keep in mind that we are operating with an annual budget of $900,900. For instance, for this year we have budgeted just for utilities $68,200.
How often are financial records audited, and by whom?
Monthly review by accounting Consultant Robynne Whetton & CPA Annually
Are the treasurer and/or other financial officers bonded? ○ Yes ◉ No
If so, for how much? N/A
List any judgments or pending lawsuits against the agency or program:
N/A
List any outstanding obligations:
N/A

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed:			
Benefits			$0
Taxes			$0
Subtotal Personnel	$0	$0	$0
Non-Personnel			
Move-In Assistance			$0
Supplies &	$3,000		$3,000

Materials			
Equipment			$0
Communications			$0
Meetings & Convenings			$0
Travel & Transportation			$0
Training			$0
Consulting			$0
Evaluation			$0
Other Lines needed: 4			
Utilities	$20,000		$20,000
Insurance	$10,000		$10,000
Printing	$1,500		$1,500
	$0		$0
Subtotal Non-Personnel	$34,500	$0	$34,500
Total Personnel & Non-Personnel	$34,500	$0	$34,500
Indirect Costs			$0
TOTAL	$34,500	$0	$34,500
Proposed # of Persons Served:	200		
Cost per Individual	$173		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment	Link or Explanation for Missing Attachments
☑ Articles of Incorporation and Bylaws	MRM_Articles_of_Incorporation__Bylaws.pdf
☑ Organization Chart	MRM_Organization_Chart.pdf
☑ Non-Profit Determination Letters, IRS & State (501.3.c)	See the up attached file 501_2022.pdf MRM_Financial_Statements.pdf

☑ Most Recent Financial Statements	See the Up attached file
☐ Most Recent Audit & Findings, if any	We are not mandated to have Audited Financial
☑ Program Intake Policies	MRM_Program_Intake_Polices.pdf
☑ Client Intake Form	Intake form is Included with the intake polices file
☑ Evaluation Document	See the Down attached file
☐ Board Certification	N/A We don
☑ Board Roster	MRM_Board_of_Director_List_2022-2023.docx
☑ Other - Financial supporting documentation	Financial_supporting_documentation.pdf Evaluation_document_forms.pdf
☑ Other - MRM 2022 Budget	Client_Intake_Form.pdf 501_2022.pdf MRM_2022_Budget.pdf

Submitted By:	Ligia Pacheco
Date Signed	06/17/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022

Initially submitted: May 26, 2022 - 10:24:18

Returned to Draft 06-17-2022 by Madera
Reason: Please submit a revised budget.

Exhibit C

City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Program:
Agency:

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date: **IDIS #:**
Agency Name: **PO #:**
Agency Address
Program Name: **Grant Year:** **Report Period:**
Program Description:
Prepared By: **Phone #:**
E-mail:

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	

2. Income Data - Unduplicated PERSONS Served View AMI Table

-- NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
TOTALS						

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served ?	Hisp ?	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											**0**	**0**
Black/African American											**0**	**0**
Asian											**0**	**0**
Amer. Indian/Alaskan Native											**0**	**0**
Native Hawaiian/Pacific Isl.											**0**	**0**
Amer. Indian/White											**0**	**0**
Asian/White											**0**	**0**
Black/White											**0**	**0**
Amer. Indian/Black											**0**	**0**
Other											**0**	**0**
TOTAL	**0**	**0**									**0**	**0**

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($35,400) WITH O.L.I.V.E. CHARITABLE ORGANIZATION

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with O.L.I.V.E. Charitable Foundation in the amount of $35,400 ("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 O.L.I.V.E. Charitable Organization.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND O.L.I.V.E. CHARITABLE ORGANIZATION

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and O.L.I.V.E. CHARITABLE ORGANIZATION, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

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

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

D. 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 "B",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed $35,400 in fiscal year 2022-2023. 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 (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, 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 "B"** 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 "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "B."** 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 "A**" or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** 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 "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

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.
- $500,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and $500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates 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)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient 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 Subrecipient 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
//

Subrecipient 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 Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
O.L.I.V.E. CHARITABLE ORGANIZATION
1625 Howard RD #170
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts

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

[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 as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

O.L.I.V.E. CHARITABLE ORGANIZATION:

By: _____
O.L.I.V.E. Charitable Organization

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

FY 2022-2023 Budget
O.L.I.V.E. CHARITABLE ORGANIZATION
O.L.I.V.E. Charitable Organization

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	
Taxes	
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	$2,000.00
Training	
Consulting	$6,000
Evaluation	
Other Lines needed: 3	
Rent for Safe House in Madera	$15,000
Food/Clothing for Tenants	$6,800.00
Utilities for Safe House	$5,600
Subtotal Non-Personnel	$35,400.00
Total Personnel & Non-Personnel	$35,400.00
Indirect Costs	
TOTAL	$35,400.00
Number of Persons Served:	19
Cost per Individual	$1,863

Choose Font: 20

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	O.L.I.V.E. Charitable Organization
Name of Project: The Bennett House	
Street Address/Service Area of Project:	1625 HOWARD RD. #170
City: MADERA	Zip: 93637
Amount Requested for this Project:	$37,400
Amount of Leveraged Funds Available for this Project:	$0
Mailing Address:	Madera, CA 93637
City: Madera	Zip: CA
Grant Administrator : April Molina	Title: Operations Director
Phone: 5597068455	Email: olivemadera2015@gmail.com
SAM Number: 080412573 System for Award Management (Formerly, CCR) Number	
UEI Number:	Federal EIN/TIN Number: 84-2806845
Program/Project Administrator: April Molina	Title: Operations Director
Phone: 5597068455	Email: olivemadera2015@gmail.com
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max):Olive partners with local law enforcement and other agencies to identify, rescue and rehabilitate victims of sex trafficking.	

CDBG PUBLIC SERVICES APPLICATION

1. 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.)

Lt. Daniel Foss of Madera Police Department noticed a gap in resources for women who are trapped in the illegal sale of commercial sex. It has been documented by law enforcement agencies and non-profits for about 10 years that commercial sex is mostly the crime of sex trafficking. Sex trafficking means there is a person selling another person to a third person for commercial sex. This crime has only been identified through law enforcement agencies for approximately 10 years. This industry went on being misunderstood for decades. Our resources for this information come directly from local agencies like, Central Valley Justice Coalition, Fresno EOC, Madera Police Department, as well as nationwide agencies like Polaris, Federal Bureau of Investigation, and Thorn. Thorn has developed technology that is used by law enforcement to track the online sales of victims. Having direct ties with law enforcement gives us an edge on this important technology. Currently, when we log onto Thorn's website, we can pull up over 20,000 ads for illegal sale of commercial sex. Not all of those are in Madera, however, we have estimated that on any given day, about 250-300 are in Madera. There is a great need for supportive services of victims of sex trafficking in this area. With Madera being so close to Fresno, we have victims that cross county lines all the time.

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

OLIVE Charitable Organization is currently the only agency that offers specialized housing, counseling, and case management for victims of human sex trafficking in Madera City/County.

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

Our program works in partnership with other agencies as the needs of the client become clear. When a person enters our program or safe house, they are connected to all the necessary services they need. We walk them through the paperwork, provide transportation to and from appointments, and connect them with any and all services

available. We have helped with medi-cal, social security, ID cards, parenting classes, applying for county workforce, etc. Those who are referred to our agency, enter the Elevate Academy through Rebecca Bender's non-profit organization that specializes in education for victims of sex trafficking, as well as trauma counseling that specifically targets victims of sex trafficking. If there is a service that is necessary for rehabilitation but unavailable in Madera City/County, we seek it out in other counties. Our goal is to provide all the available opportunities for empowerment and success.

4. 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.
OLIVE measures effectiveness through daily interaction and personal growth of the clientele. We compare their behavior from our first interaction to each day they are in our safe house. How are they responding to outside stimuli? Are they less afraid? Are their drug tests reflecting progress? Are we receiving positive reports from counselors? Is the individual seeking outside education or employment? All these questions are answered on a daily level.

5. Mark the box below that indicates the national objective met:

- ◉ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)
  - ○ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Click Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
  - ◉ **LMC-Limited Clientele.** 570.208(a)(2).
    - ◉ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.
      - ◉ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily

and specifically from one of the following groups:

- ○ Abused children
- ○ Battered spouse
- ○ Ederly persons (62 years of age or older)
- ○ Illiterate persons
- ○ Migrant farm workers
- ○ Handicapped individuals
- ◉ Homeless persons
- ○ Persons with AIDS

○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

○ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meetig the definition of "severely disabled."

○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).

○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

○ **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please Click Here for the regulations and criteria.

○ **Urgent Need.** 570.208(c) Community development activities having an

urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?
The measurable objective that Olive meets falls under LOW/MOD: “Area Benefit, Limited Clientele, and Housing.” Through the services offered by Olive, all these criteria are met. Area Benefit: Our outreach is specific to street level prostitution. This issue is growing and is usually met with hostility from community members. It is also unsafe for many low-income women and young girls in our community as they are direct targets of traffickers. Sex trafficking touches the lowest level of income the most often. Prevention and assistance to high-risk individuals and victims of sex trafficking reduces crime in most areas of the city, as well as helps to eliminate poverty. Limited Clientele: All the clientele of Olive fall into the low/mod category. Olive limits its services to only victims of sex trafficking. The victims have no income of their own, no housing options, no stable jobs, and no way to provide for themselves. All our clientele has experienced severe abuse and trauma. All the clientele of Olive are homeless when first contact is made. Housing: Olive provides a “safe house” specifically designated for victims of sex trafficking. Our shelter provides much needed safety from violence and threats of violence by traffickers. This house is meant to be temporary, but long enough to get our clientele proper trauma counseling for behavioral health issues, obtaining proper identification, reunification with family, referrals to rehabilitation programs, connecting to health screenings, allowing time for housing through state and local programs, and provide workforce/school assistance. All these services are free all of charge for clientele.

7. How will your program meet its goals in one year?
Olive’s goals are simple, help victims maintain their own personal goals. Olive works with victims to set their own goals. Once the needs of each client becomes clear, we help victims prioritize the most immediate need to the ones that can happen later. Once priority is established, our job becomes assistance and accountability. Our clients do the work themselves. This builds empowerment within the

person and a sense of value and pride. Once that is established, the goals become accessible in the mind of the client.

8. 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.
Olive has applied for funding through Community Corrections Partnership Madera County for wages for two employees. The grant monies are tied to AB-109 Public Safety Realignment Act of 2011. Olive fits the profile for this money because we handle a population that is both criminal and victim related. Although we assist “victims” of sex trafficking, often this is translated into the crime of prostitution in the current justice system. The majority of our clients are either on probation or have been charged/convicted of the non-violent crimes of drugs or prostitution. This funding from CCP was approved May 26th, 2021 and ends on December 31st, 2022. We will be requesting more funding for the following year at their next meeting in June. We also host an annual fundraiser. The donations from the community go to the direct needs of the victim and are used to fill the gaps of grant monies. The funding we are asking from CDBG will be for housing and transportation. No wages will be used from the CDBG funding source.

9. 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).
Olive hosts an annual dinner/auction fundraiser every spring. This year, our fundraiser netted approximately $43,000.00. Our plan is to host another smaller fundraiser this summer in the form of a 'drive thru' dinner. The goal for that fundraiser is to net $5,000.00. Our fundraising efforts are raising more money each year. As the community becomes more aware of the struggles that human trafficking survivors suffer with, the more support we receive. We also plan on hosting a 5k race in Madera to

hopefully bring in more support and provide more awareness to our community. We have also been in contact with a person who organizes 'pop-up' events. She would like to spread the word about us that way as well.

Pre-covid, our fundraisers brought in about $15-20,000.00 annually. Due to the opening of our safe house locations, community members have doubled their giving. As more community members become aware of trafficking in our city, we anticipate the number of donors and donations to increase in the coming years.

10. 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.
Olive continues to have a great relationship with community members. Our ongoing relationships with Soroptomist, Rotary, Lions and other agencies are important to us. We have several volunteers that are heavily involved with our organization as well. If it were not for the generosity of our community, we would cease to exit. Our annual dinner/auction sold out for the first time this year. We have reached out to our partners via email and have attached letters of support. We receive multiple referrals to our agency from agencies outside out own county.

11. 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.
It is not always a viable option to keep sex trafficked victims in the county they were found in. Because of this, Olive rents a safe house in Fresno. This location is supported by the donations that have been received through fundraising.

12. When there is an overflow of clients, how is it determined whom to serve?
Olive is a 'first come, first serve' agency. In the case of overflow of clients, we have partnered with other agencies outside of Madera that we refer them to. We have spent the

last 4 years building a network of agencies between Fresno, Merced, and Modesto. Olive has grown at a rapid rate, so we had to have alternative solutions so we do not leave anyone without services.

13. Discuss your program's/project's successes.
The success of Olive depends on the success of the survivor. Although Olive won Non-Profit of the Year for 2021, our success is really in our first safe house tenant. This young lady came into our newly renovated building last year in February and has excelled. She has finished her rehab program and parenting classes. She started her first job and has even applied for Fresno City College to become a drug counselor. She continues in therapy and is currently working through the court system on pending charges. We currently have a survivor of exploitation living in our safe house who has severe physical illness. We are working with her through the healthcare system to save her life. Safety and a stable environment are a top priority when dealing with health issues. The fact that she doesn't have to stress about where she is going to stay is a success. We also have a brand new survivor who has only been with us a short time. Since she's been with us, she's set personal goals. Some are short term goals, others are longer term goals. The final survivor that resides in our house is set to testify against her abuser. She's working on getting her first job in over 20 years and she's studying to take the GED exam.

Olive has also provided a safe place for many young women in our community this past year while waiting to go into inpatient programs. There's a statistic from District Attorney's nationwide that states, every third day a woman is on the streets, she is sexually assaulted significantly. If we can keep the trauma from getting worse, then we have succeeded.

14. Discuss your program's/project's past performance (2015 to 2020).
Olive has seen exponential growth in the last 6 ½ years. Olive has gone from one Lieutenant volunteering his time helping one or two victims, to a team of staff and several volunteers helping multiple victims. Over the last four

years, Olive has gone from 1 client to assisting over 20 clients at a time. Olive has spent the last 5 years expanding partnerships with other local law enforcement and human trafficking agencies and have significantly expanded our services. Olive has also made great progress in the last few years with reaching out to area agencies and building partnerships with community service clubs, businesses, and other non-profits. We now offer transportation services, housing options, trauma counseling, help with obtaining proper identification, and assistance with connecting to proper resources. We also assist with navigating all available options through the state of California and beyond. We have a success rate of about 85%, however, we are still in contact with the 15% that did not want our services. In the past two years, we have not had to do any street outreach ourselves. We have had different agencies reach out to us instead. Those agencies consist of but are not limited to Fresno Probation, California State Parole, CAPMC, Central Valley Justice Coalition, Central Valley Against Human Trafficking, World Impact, Madera Police Department, Madera County Sheriff's Office, Madera County Behavioral Health, Breaking the Chains, Haven of Modesto and many others. The number of identifiable victims of human trafficking will only increase in years to come. It is imperative that our growth includes other agencies. The larger our network gets, the more success we can have at recognizing and providing needed services.

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

Olive is the only recorded agency in all of Madera County that directly targets the population of sex trafficked victims. As other agencies have a variety of services, Olive has one. Our focus will remain on street level prostitution and sexual exploitation. Documentation is in our assessment form. We ask very direct questions during the assessment process to be sure they are victims of human sex trafficking or exploitation. Once that is identified through our assessment process, we move forward with services. If it is found that this is not the case, we refer to an agency that better fits the individuals needs.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	250
2. Indicate the **Total number of Unduplicated Clients** you intend to serve during the term of this proposed program/service (12 months).	19
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.	○ Yes ◉ No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	○ Yes ◉ No
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
0-5	
6-12	
13-17	
18-34	10
35-54	6
55-59	3
60-64	
65+	
Total	19

GENDER	
Female	19
Male	
Total	19

Female-Headed Households	3

Ethnic Categories*	Clients
Hispanic or Latino	8
Not-Hispanic or Latino	11
Total	19

Racial Categories*	Clients

American Indian or Alaska Native	1
Asian	2
Black or African American	10
Native Hawaiian or Other Pacific Islander	0
White	4
Other	2
Total	19

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

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

can be used in addition to "Black" or "African American."
• Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
• White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

E. CITIZEN PARTICIPATION:
Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?
Include documentation of support for the proposal such as meeting minutes, letters and petitions.
Olive maintains a relationship with community members year round. We've sent out a request for signatures from all our supporters and sponsors. Olive also hosts the 'Red Sand Project' each year. This brings awareness to the community as well as on social media.

2. Note complaints that have been received, etc.
We have not received any complaints.

3. Provide evidence of collaboration with other agencies within the community.
In June of 2021, Olive was added to the 'Pledge 2 Stop Trafficking' campaign. This campaign is a valley-wide corroboration of anti-trafficking agencies who are all working in partnership towards better resources, education and awareness for survivors of labor and sex trafficking. Visit the website at: https://www.pledge2stoptrafficking.org/ We have also provided an MOU signed by our agency for this co-op. Currently, there are 12 agencies attached to this co-op.

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: Alicia Bennett	Title:Property Owner
Company/Agency	Tel. Number: 425-531-2389
Email Address: akbennett1985@yahoo.com	

Name: Mike Farmer	Title: Chaplain/Pastor
Company/Agency 4th Street Church of God	Tel. Number: 559-706-4202
Email Address: mfarmer@fourthstreet.org	

Name: Debra Rush	Title: Director
Company/Agency Breaking the Chains	Tel. Number: 559-283-0065
Email Address: debra@btcfresno.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? Quarterly
What was the average number of Board members attending meetings last year? 4
Based on the bylaws, what is the minimum and maximum number of seats on the Board?
Minimum: 5 Maximum: 51
Date of Incorporation: 3/9/2020

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supportingdocumentation.
Community Corrections Partnership through AB-109
How often are financial records audited, and by whom? We have never been audited.
Are the treasurer and/or other financial officers bonded? ○ Yes ◉ No
If so, for how much?
List any judgments or pending lawsuits against the agency or program:
We have no pending judgements or lawsuits.
List any outstanding obligations:

We have no outstanding obligations.

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed:			
Benefits			$0
Taxes			$0
Subtotal Personnel	$0	$0	$0
Non-Personnel			
Move-In Assistance			$0
Supplies & Materials			$0
Equipment			$0
Communications			$0
Meetings & Convenings			$0
Travel & Transportation	$3,000		$3,000
Training			$0
Consulting	$6,000		$6,000
Evaluation			$0
Other Lines needed: 3			
Rent for Safe House in Madera	$15,000		$15,000
Food/Clothing for Tenants	$7,800		$7,800
Utilities for Safe House	$5,600		$5,600
Subtotal Non-Personnel	$37,400	$0	$37,400
Total Personnel & Non-Personnel	$37,400	$0	$37,400
Indirect Costs			$0
TOTAL	$37,400	$0	$37,400
Proposed # of Persons Served:	19		
Cost per Individual	$1,968		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment	Link or Explanation for Missing Attachments
☑ Articles of Incorporation and Bylaws	OLIVE_ByLaws_1_1.docx Articles_of_Incorporationpdf_3.pdf
☑ Organization Chart	Board_Members_and_Staff.pdf
☑ Non-Profit Determination Letters, IRS & State (501.3.c)	IRS_Determination_Letter_2.pdf Certified_100_1.pdf
☑ Most Recent Financial Statements	Olive_Checkbook_2022.xlsx
☐ Most Recent Audit & Findings, if any	We have never been audited
☐ Program Intake Policies	These are covered on our intake form
☑ Client Intake Form	ASSESSMENT_FORM_8.pdf Drug_Test_Results_Form.pdf Olive_House_Liability_Waiver_2021.pdf Tenant_Rules_for_Safe_House.pdf Drug_Test_Results_Form.pdf Contact_Report_1.pdf Tenant_Rules_for_The_Bennett_House.pdf
☑ Evaluation Document	
☐ Board Certification	Not board certified
☑ Board Roster	Board_of_Directors.pdf
☑ Other - Program Timeline	Program_Timeline.pdf Pledge_to_Stop_Trafficking_MOU_SIGNED_BY_OLIVE.pdf
☑ Other - Letters of Support	Support_Letter_from_Mike_Farmer.pdf Support_Letter_from_Theresa_Farmer.pdf Support_Letter_from_Andy_Medellin.pdf Support_Letter_from_Celeste_Voyles.pdf Support_Letter_2022_Alyssa_Meza.pdf Support_Letter_2022_Kelsie_Hickman.pdf CCP_May_26_2021_Minutes_2.pdf

Submitted By:	April Molina
Date Signed	05/26/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022
Approval Modified By	Marcela Zuniga
Date Signed	06/20/2022

Initially submitted: May 26, 2022 - 10:32:06

Exhibit C

City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Program:
Agency:

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date: **IDIS #:**
Agency Name: **PO #:**
Agency Address
Program Name: **Grant Year:** **Report Period:**
Program Description:
Prepared By: **Phone #:**
E-mail:

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	

2. Income Data - Unduplicated PERSONS Served View AMI Table

-- NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
TOTALS						

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served ?	Hisp ?	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											**0**	**0**
Black/African American											**0**	**0**
Asian											**0**	**0**
Amer. Indian/Alaskan Native											**0**	**0**
Native Hawaiian/Pacific Isl.											**0**	**0**
Amer. Indian/White											**0**	**0**
Asian/White											**0**	**0**
Black/White											**0**	**0**
Amer. Indian/Black											**0**	**0**
Other											**0**	**0**
TOTAL	**0**	**0**									**0**	**0**

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($10,000) WITH PEQUENOS EMPRESARIOS

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Pequenos 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 Pequenos 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 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and PEQUENOS 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 "B",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed $10,000 in fiscal year 2022-2023. 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 (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, 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 "B"** 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 "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "B."** 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 "A**" or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** 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 "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

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.
- $500,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and $500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates 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)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient 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 Subrecipient 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
//

Subrecipient 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 Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
PEQUENOS EMPRESARIOS
Madera, Ca 93638
16905 Road 26 Suite 103, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

[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 as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

PEQUENOS EMPRESARIOS:

By: _____
Pequenos Empresarios

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

FY 2022-2023 Budget
PEQUENOS EMPRESARIOS
Pequenos Empresarios

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	
Taxes	
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	$450.00
Equipment	
Communications	$400.00
Meetings & Convenings	
Travel & Transportation	
Training	$0
Consulting	
Evaluation	
Other Lines needed: 7	
Payroll	$1,540.00
workshops	$2,240.00
graduations	$0.00
Utilities	$120.00
insurance	$0.00
Teachers & Trainers	$2,700.00
Rent	$2,550.00
Subtotal Non-Personnel	$10,000.00
Total Personnel & Non-Personnel	$10,000.00
Indirect Costs	
TOTAL	$10,000.00
Number of Persons Served:	20
Cost per Individual	$500

Choose Font: 20

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Pequenos Empresarios
Name of Project: Ninos en Accion	
Street Address/Service Area of Project:	16905 Road 26 Suite 103
City: Madera	Zip: 93638
Amount Requested for this Project:	$89,358
Amount of Leveraged Funds Available for this Project:	$0

Mailing Address:	Madera, Ca 93638
City: 16905 Road 26 Suite 103	Zip: 93637
Grant Administrator : Berenice Solis	Title: Public Relations
Phone: 9097716763	Email: Madera, Ca 93638
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: 16905 Rd 26 Suite 103	Federal EIN/TIN Number: 45-5640209
Program/Project Administrator: Leonor Hipolito	Title: President
Phone: 5597184801	Email: 16905 Rd 26 Suite 103
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max):Offering bilingual workshops to help develop social skills, financial literacy, family and community bonds, emotional intelligence, assisting with positive self esteem, environmental awareness, personal evaluation, values and proper etiquette.	

CDBG PUBLIC SERVICES APPLICATION

1. 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.)
Educational workshops that assist abused, abandoned or neglected children by offering healing and emotional intelligence support SOURCE:(Previous Workshops held) Help assist low-income individuals to create an unlimited mind set of possibilities. 2021 census data shows that 55.2% of age groups 16+ enter labor force. (SOURCE: census.gov) Programs to assist with job skills development and job placement. According to the Madera juvenile data base, 3067 Juveniles are incarcerated yearly. We offer a community network of assistance to prevent the statistics from continuing to grow.

2. EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
Kidshealth.org, childmind.org, and Unicef.org, bgca.org

3. 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 improve academically. Additionally, students are taught personal growth by finding their strengths and acknowledging their weaknesses. Another example of our unique program is we offer cultural and traditional acknowledgment. We offer

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

5. Mark the box below that indicates the national objective met:
- ◉ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

○ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Click Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

○ **LMC-Limited Clientele.** 570.208(a)(2).

- ○ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.
  - ○ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:
    - ○ Abused children
    - ○ Battered spouse
    - ○ Ederly persons (62 years of age or older)
    - ○ Illiterate persons
    - ◉ Migrant farm workers
    - ○ Handicapped individuals
    - ○ Homeless persons
    - ○ Persons with AIDS
  - ○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
  - ◉ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.
- ○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meetig the definition of "severely disabled."
- ○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
- ○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less

than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

- **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.
- **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

- **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please Click Here for the regulations and criteria.

- **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?
Our objectives are measured by the outcome of our student surveys/testimonies from when they enter our workshop phase 1 to the final phase. We also measure our objectives by the input we gather from our parents, staff and coaches at the end of our workshops. When beginning our program the student starts with very low self esteem, quite and close minded. Then receives the tools to properly communicate with others and build confidence to make an impact in their future by our final workshop.

7. How will your program meet its goals in one year?
Our goal is to accentuate our program by gathering the proper tools to facilitate our leaders and staff with more trainings to better educate our children. By doing so we expand our children's learning capacity and overall growth.

8. 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.
Other applications submitted apart from the City of Madera that have not been funded are the following: Wells Fargo,

Latino Community Foundation, Latino Giving Circle, Vaccinate all 58, New York Life.
At the moment we are not committed to any funders

9. 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).
No current fund raising due to COVID-19. All support has been from our community partners. We plan on starting community fund raisers in the near future.

10. 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.
Public participation was achieved through social media ads, parents, family members and children spreading the word of our movement. Our community supported us by donating their time as well as food and supplies for our kids.
They support us as volunteers by promoting our programs and services.

11. 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.
We primarily service our community of Madera and during COVID were able to expanded our services outside of out geographical area to a few surrounding cities. Our online workshops were never funded by any outside organizations.

12. When there is an overflow of clients, how is it determined whom to serve?
Children are selected on a first come first serve basis.

13. Discuss your program's/project's successes.
Since the program started in 2010 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 academics and overall growth.

14. Discuss your program's/project's past performance (2015 to 2020).
In our twelve years of serving the community, the Pequenos Empresarios program has grown each year. We have increased the number of children and families enrolled in the program. We have added more services and workshops. We were able to provide PPE supplies and have been able to provide substantial information and updated regulations.

15. Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
We've increased the age criteria from 7-12 to now 7-17. We are now offering our workshops to all high schools in Madera County. We have also provided information about local resources available to out community.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	28,541
2. Indicate the **Total number of Unduplicated Clients** you intend to serve during the term of this proposed program/service (12 months).	500
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	◉ Yes ○ No
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 ○ No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	○ Yes ◉ No
Please explain your answer to #3 above. Limit your	

response to the space below
expanded the age required to attend the program.

AGE	
0-5	0
6-12	200
13-17	200
18-34	70
35-54	30
55-59	0
60-64	0
65+	0
Total	500

GENDER	
Female	300
Male	200
Total	500

Female-Headed Households	30

Ethnic Categories*	Clients
Hispanic or Latino	500
Not-Hispanic or Latino	0
Total	500

Racial Categories*	Clients
American Indian or Alaska Native	0
Asian	0
Black or African American	0
Native Hawaiian or Other Pacific Islander	0
White	0
Other	500
Total	500

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

Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

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

E. CITIZEN PARTICIPATION:
Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?
Include documentation of support for the proposal such as meeting minutes, letters and petitions.
Public participation was achieved through social media ads, parents, family members and children spreading the word of our movement. Our community supported us by donating their time as well as food and supplies for our kids.
They support us as volunteers by promoting our programs and services.

2. Note complaints that have been received, etc.
No complaints received.

3. Provide evidence of collaboration with other agencies within the community.
Madera Mission, Mexican Consulate, Fresno Area Hispanic Foundation, Lideres Campesinas, Binational Central California.
Evidence will be provided below.

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: Emlen Miles-Mattingly	Title:CEO
Company/Agency Gennext Wealth	Tel. Number: 559-681-9838
Email Address: emlen@gennextwealth.com	

Name: Olga Nunez	Title: Director
Company/Agency California State University Fresno Foundation	Tel. Number: 559-545-8415
Email Address: nunezo@mail.fresnostate.edu	

Name: Dora Westerlund	Title: CEO
Company/Agency Fresno Area Hispanic Foundation	Tel. Number: 559-577-2975
Email Address: dwesterlund@fresnodbh.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 1 / Month
What was the average number of Board members attending

meetings last year? 6
Based on the bylaws, what is the minimum and maximum number of seats on the Board?
Minimum: 3 Maximum: 7
Date of Incorporation: 10/28/2013

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supportingdocumentation.
Wells Fargo $20,000 approval pending
Vaccinate ALL 58 $5,000 approval pending
Fresno Area Hispanic Foundation- $1,200 received
City of Madera $2,453 received

Graduation funding

Creative Leadership Associates $300
Prime AG $700
Sabor es poder $700
Central Valley lawn care $300
Jose Ramirez $250
CVRC services $300
Madera Martial Arts $300
Jose Soliz $1,000
New York life $1,200
Maria Tapia $300
EC services $300
Welcome Tech $700

How often are financial records audited, and by whom?
Financial records are done once a month. Done by Maria Vargas Treasurer
Are the treasurer and/or other financial officers bonded? ○ Yes ◉ No
If so, for how much?
List any judgments or pending lawsuits against the agency or program:
none
List any outstanding obligations:
none

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed:			
Benefits			$0

Taxes			$0
Subtotal Personnel	$0	$0	$0
Non-Personnel			
Move-In Assistance			$0
Supplies & Materials	$7,925		$7,925
Equipment			$0
Communications	$4,186		$4,186
Meetings & Convenings			$0
Travel & Transportation			$0
Training	$0		$0
Consulting			$0
Evaluation			$0
Other Lines needed: 7			
Payroll	$30,000		$30,000
workshops	$8,600		$8,600
graduations	$6,000		$6,000
Utilities	$2,514		$2,514
insurance	$2,913		$2,913
Teachers & Trainers	$17,100		$17,100
Rent	$10,120		$10,120
Subtotal Non-Personnel	$89,358	$0	$89,358
Total Personnel & Non-Personnel	$89,358	$0	$89,358
Indirect Costs			$0
TOTAL	$89,358	$0	$89,358
Proposed # of Persons Served:	500		
Cost per Individual	$179		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments!

Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment	Link or Explanation for Missing Attachments
☑ Articles of Incorporation and Bylaws	ARTS-PB-338.pdf P.E_BY-LAWS_OF334.pdf
☐ Organization Chart	We do not have a current chart at the moment
☑ Non-Profit Determination Letters, IRS & State (501.3.c)	501_c368.png secretaryofstate341.pdf STATE_OF_CALIFORNIA40.pdf
☑ Most Recent Financial Statements	30_de_abril_de_2022336.pdf 30_de_abril_de_2022337.pdf
☐ Most Recent Audit & Findings, if any	No Audits
☐ Program Intake Policies	N/A
☑ Client Intake Form	client_form.pdf
☐ Evaluation Document	N/A
☐ Board Certification	N/A
☑ Board Roster	BoardofDirectors342.docx
☐ Income Certification Form	N/A
☑ Other -	state_farm340.pdf
☑ Other - Children Questionnaire	empresarios.JPG EMPRESARIOS35.pdf EMPRESARIOS34.pdf EMPRESARIOS33.pdf

Submitted By:	Leonor Hipolito
Date Signed	06/17/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022

Initially submitted: May 26, 2022 - 15:44:09

Returned to Draft 06-17-2022 by Madera
Reason: Please submit a revised budget.

Exhibit C

City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Program:
Agency:

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date: **IDIS #:**
Agency Name: **PO #:**
Agency Address
Program Name: **Grant Year:** **Report Period:**
Program Description:
Prepared By: **Phone #:**
E-mail:

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	

2. Income Data - Unduplicated PERSONS Served View AMI Table

-- NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
TOTALS						

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served ?	Hisp ?	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											**0**	**0**
Black/African American											**0**	**0**
Asian											**0**	**0**
Amer. Indian/Alaskan Native											**0**	**0**
Native Hawaiian/Pacific Isl.											**0**	**0**
Amer. Indian/White											**0**	**0**
Asian/White											**0**	**0**
Black/White											**0**	**0**
Amer. Indian/Black											**0**	**0**
Other											**0**	**0**
TOTAL	**0**	**0**									**0**	**0**

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($34,000) WITH MADERA COALITION FOR COMMUNITY JUSTICE

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Coalition for Community Justice in the amount of $34,000 ("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 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 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA COALITION FOR COMMUNITY JUSTICE

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, 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 "B",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed $34,000 in fiscal year 2022-2023. 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 (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, 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 "B"** 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 "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "B."** 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 "A**" or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** 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 "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

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.
- $500,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and $500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates 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)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient 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 Subrecipient 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
//

Subrecipient 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 Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
MADERA COALITION FOR COMMUNITY JUSTICE
Madera, CA 93638
559 416-7401, CA

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 as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

MADERA COALITION FOR COMMUNITY JUSTICE:

By: _____
Madera Coalition for Community Justice

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

FY 2022-2023 Budget
MADERA COALITION FOR COMMUNITY JUSTICE
Madera Coalition for Community Justice

Budget Line Item	Madera
Personnel Lines needed: 1	
Coordinator	$9,000.00
Benefits	$1,000.00
Taxes	$500.00
Subtotal Personnel	$10,500.00
Non-Personnel	
Move-In Assistance	$0
Supplies & Materials	$100.00
Equipment	
Communications	$600.00
Meetings & Convenings	$0
Travel & Transportation	$50.00
Training	
Consulting	
Evaluation	
Other Lines needed: 1	
Rental Assistance grants	$22,000.00
Subtotal Non-Personnel	$22,750.00
Total Personnel & Non-Personnel	$33,250.00
Indirect Costs	$750.00
TOTAL	$34,000.00
Number of Persons Served:	130
Cost per Individual	$262

Choose Font: 20

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Coalition for Community Justice
Name of Project: Madera Rental Assistance Project (MRAP)	
Street Address/Service Area of Project:	219 S D st
City: Madera	Zip: 93638
Amount Requested for this Project:	$86,825
Amount of Leveraged Funds Available for this Project:	$0

Mailing Address:	Madera, CA 93638
City: 559 416-7401	Zip:
Grant Administrator : Baldwin Moy	Title: Grant manager
Phone:	Email: Madera, CA 93638
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: 219 S. D St.	Federal EIN/TIN Number: 77-0391942
Program/Project Administrator: 219 S D Street	Title: Madera, CA 93638
Phone: 559-674-5389	Email: 219 S. D St.
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max):In the aftermath of the pandemic moratorium and the expiration of the State's Housing is Key, many families are facing eviction due to nonpayment of rent. The simple fact is that their income is not keeping pace with the spiking cost of living. MRAP will help stem the increase in eviction and homelessness by tiding them over during periods of hardship.	

CDBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:(Describe the community need or problem to

be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

There is nothing more devastating to a family than being homeless because it disrupts every aspect of the day-to-day lives of family members. Likewise, there is nothing more destabilizing for a community than to have a large number of residents suddenly becoming homeless with no housing especially given the area's static housing stock. There is the obvious health and safety dangers posed. But stressors begin building up long before the actual eviction causing an increase in domestic violence, child abuse, drug and alcohol abuse which take a frightful toll on families. As such, it is the most pressing emergency need in Madera even more so than food security. The featured headline of the May 2, 2022 edition of the Fresno read: Fresno tops CA , US om month-to-month rise in apartment rents." The same can be said about Madera by extension since it's just across the river and both housing markets are inextricably intertwined.
The need for affordable housing has been documented in the local jurisdiction's housing plan and HUD Consolidated Plan for multiple decades. This is also reflected in Madera County and Chowchilla's planning documents. The need has become more acute with each succeeding year as families looking for housing outstrip the production of new housing. This reached crises proportions with the advent of COVID. Even though the threat of COVID has receded, the specter of rising homelessness continues as existential threat notwithstanding the fact that the federal CARES Act I & II helped staved off massive evictions by providing a temporary reprieve. In the past six months the landlords have launched a frontal assault against AB 1482 's rent cap by circumventing the law. Thus, once again, we are witnessing more and more tenants struggling with rent payment simply because their wages have not kept up with the ever-increasing cost-of living. As a consequence, many families are teetering on the brink of homelessness, experiencing transitory homelessness, overcrowding and/or overpaying for housing. Moreover, since the beginning of 2022, there have been a deluge of evictions. The need for rental assistance in the City of Madera is a vast understatement.
Overarching goal of Madera Rental Assistance Program

(MRAP) is to keep families facing loss of housing housed whether by keeping them in their current housing and failing that, putting them in new housing. In that connection, a secondary goal ensuring that their utilities are uninterrupted. Programs rules will be put in place and implemented to ensure that the funds are conserved, safeguarded and judiciously managed in order to maximize the number of families assisted.

2. EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
The Madera County Rental, Mortgage and Utility Assistance Program was launched by the county this past June to help renters and homeowners to help them with their housing and utility payments. The program is open to all county residents up to 150% of average median income. Both MCCJ and CAPMC hold contracts with the County to assist in qualifying applicants and disbursing the funds. The funding comes from the American Rescue Plan Act. Due to the more lenient and generous rules of the program, it is anticipated that funds would be exhausted well before the end of the program.
CAPMC and CVOC receive money from other sources that they use to assist tenants unable to pay rent. However, the amount is approximately $500 and in the case of the latter, only migrant families are eligible. Suffice it to say that the pool of rental assistance for non-COVID impacted tenants facing eviction is small and totally inadequate.
Madera County Department of Social Services provides welfare recipients facing imminent eviction with the first month's rent and security deposit. However, this is confined to families on public assistance and most are tenants are not receiving cash assistance or eligible due to legal status. More importantly, this fact is provided after the fact and not to keep families from losing their housing in the first instance. The fact of the matter is that it is near impossible to find new housing once evicted notwithstanding availability of first month's rent and deposit.

3. Explain how your program supplements or complements existing services without duplicating them.
It will supplement existing services.

To the extent that MCCJ will be assisting families unable to pay rent, mortgage and/or utilities in the forthcoming fiscal year, the proposed Madera Rental Assistance Program will seamlessly work in tandem with the existing programs. These programs are a one-time per year only. (For working families living on the margins, a lot can happen in 12months. It's predictable that they will encounter financial hardships.) MRAP affords MCCJ the flexibility to assist tenant families by resorting to yet another resource. Additionally, MCCJ operates PG&E's Reach program and California Public Utility Commission's TEAM program. The former is a utility payment assistance program and the latter a utility bill dispute. Further, staff will refer home-owners who are behind in mortgage payments to California Rural Legal Assistance that assist in loan modifications. Still further, as it did previously, MRAP will be able to continue counseling tenant families about employee sick pay due to COVID (SB 114), other rights and various income replacement opportunities making it a holistic program, i.e., one- stop shop.

MRAP will do the following:

• Assist families facing eviction due to nonpayment of rent which are not COVID related; Amounts will vary between $500 to $1500.

• Households seeking assistance will be provided with and required to complete an application and furnish supporting documents. All applications will be reviewed to determine the merits of their requests and amount of assistance granted. Decision whether to issue a grant and the amount will be completed within 48 hours. All payment disbursed will be made to the vendor (e.g., landlord). Staff will investigate to verify information provided.

• Staff will conduct outreach to publicize the program to residents of the City of Madera through its community networks and recruit the assistance of local agencies, nonprofits and faith institutions to refer clients in need. Staff also utilize local media (e.g., Madera Tribune, Radio Bilingue, Univision, etc.) as well.

• Services will be provided during business hours on a daily basis from MCCJ's office in downtown Madera. The manner in which intake will occur will be in-person, by phone, digitally or virtually depending on the State and local

protocol governing COVID-19.
• If applicable, information, assistance or referral to Housing Is Key.
• All applicants seeking financial assistance will be counseled on the availability of other resources, financial assistance, benefits, rights & job protections, and services to assist the distressed families in more than just preventing evictions and utility shutoffs. (E.g., UIB, SDI, paid or unpaid leave (California Paid Sick Days, Family Medical Leave Act & California Family Rights Act); private and government relief funds; housing rent deferment and mortgage forbearance programs and mitigation options; health advisory; local food distribution and free meal sites, etc.) Also, immigrants will be informed about eligibility for various public programs.
Program Protocol
Maximum monthly rental assistance or mortgage payment is $1000 per households. Allowable maximum is $3000.

Eligibility
• Applicant family must reside in the City of Madera at all times relevant to the making of the application.
• Applicant must be either low- to moderate income according to HUD income guidelines.
• Applicant families who have been evicted and currently without housing are eligible for first month 's rent and security deposit of up to a maximum of $15
Applicant who formerly lived in a household that received financial assistance under this program (rent, mortgage and/or utilities) will be ineligible to request assistance in his/her own stead. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.)
• Financial assistance allowable for obtaining new housing not resulting from eviction.
Assistance amounts

• Maximum monthly rental assistance is $1000 per household. Grant will cover as many months as allowable per the maximum of $1500.
• Each household is eligible to request assistance once.

Time period
• No financial assistance payment allowed that predate July

1, 2022.
• Any retrospective application of financial assistance toward a month prior to July 1, 2022 is not allowed. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.)

Priorities
Each application will be rated based on the following priorities in no particular order other than assuring that affected families remain housed and with essential services.
1. Payment of assistance will stop the eviction process and allow the family to remain in the home.
2. Applicant has explored the potential of entering into repayment plan to extinguish arrearages in order to reduce the amount of assistance payment needed.
3. No current income and/or savings.
4. Likelihood of re-employment or future employment or receipt of other income sources.
5. Ineligible for federal stimulus or state funds.
6. Ability to come up with matching funds to reduce the amount of assistance needed.
7. Likelihood of success in remaining housed or finding new housing if assistance is provided.
8. Imminent of loss of housing.
9. No other viable options available. Applicants are required to take advantage of other options. This is a program of last resort.
10. First come, first served.

Timeline: This program will commence once it is funded which is anticipated to be the beginning or early June and it will continue until June 30th or later until all the funds allocated for financial assistance to households facing evictions or utility shutoffs are exhausted.
Month 1: Recruit and hire staff (coordinator and supervisor; training; establish office procedures; implement programmatic logistics; develop info handout; conduct outreach to publicize program and coordinate referrals.
Month 2 through end of program: See clients Monday to Friday from 9 am to 5 pm and by appointments also -- interview, review application requesting financial assistance, counseling and referral. Continue outreach in

community. Use media (Univision and Radio Bilingue) to outreach to Spanish-speaking families

4. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.
Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of goals and compliance with budget outlay.
There are important indicators that will measure the number of applicants reached and served. A scoring rubric will be developed to allow staff to score each application to determine award of grant. Information from each application will be entered on to a tally sheet review by program manager and provided to the City upon request for purposes of ongoing monitoring of program.

5. Mark the box below that indicates the national objective met:

- ◉ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)
  - ◉ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Click Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
  - ○ **LMC-Limited Clientele.** 570.208(a)(2).
    - ○ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.
      - ○ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:
        - ○ Abused children
        - ○ Battered spouse

- Ederly persons (62 years of age or older)
- Illiterate persons
- Migrant farm workers
- Handicapped individuals
- Homeless persons
- Persons with AIDS

○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

○ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meetig the definition of "severely disabled."

○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).

○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

○ **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please Click Here for the regulations and criteria.

○ **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?
Low- to moderate-income citizens will have access to safe, decent, and affordable housing.

Prevent and reduce homelessness.

7. How will your program meet its goals in one year?
Given the modest amount that is requested in the face of the high demand, it is anticipated that the funds will be quickly exhausted. The program will continue to operate to assist other tenants facing eviction by counseling and making referrals to other resources.
There are no other resources.

Staff coordinator will vigilantly follow the action plan and activities adopted to ensure that all the goals are attained. Board will provide oversight.

8. 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.
N/A

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
There are no proposed plans for fund raising at this time. However, if opportunities arise in the future, MCCJ is committed to pursuing them.

10. 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 pandemic really tamped things down in terms of face-to-face meetings. It has received comments from its constituent families in its parent leadership classes, preschool, and other service programs. While it did not initiate a formal survey, through its many different projects at different sites and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made aware of the dire housing needs especially now when they have been ratcheted up due to the pandemic from all these different sources. In that regard, the fear of evictions and utility shutoff cascading in the months ahead has been a real pressing concern.

There were no records maintained that documented this need.

11. 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

12. When there is an overflow of clients, how is it determined whom to serve?
Every client will be interviewed. If they are not eligible or otherwise no receiving a grant, they will still receive counseling and referrals made where appropriate to other services and resources.

13. Discuss your program's/project's successes.
MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; and 6)

"We Are One" mural exhibit currently installed at the Circle Art Gallery (https://www.youtube.com/watch?v=Pk5vSqwUXto). See photo attachments of the aforementioned.

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

MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; and 6) "We Are One" mural exhibit currently installed at the Circle Art Gallery (https://www.youtube.com/watch?v=Pk5vSqwUXto). See photo attachments of the aforementioned.

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

Records will be kept of all participants and running summary of activities/services undertaken.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	250
2. Indicate the **Total number of Unduplicated Clients** you intend to serve during the term of this proposed program/service (12 months).	250
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	○ Yes ◉ No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation	◉ Yes ○ No

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.)	○ Yes ◉ No
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
0-5	40
6-12	50
13-17	60
18-34	50
35-54	40
55-59	10
60-64	
65+	
Total	250

GENDER	
Female	140
Male	110
Total	250

Female-Headed Households	60

Ethnic Categories*	Clients
Hispanic or Latino	180
Not-Hispanic or Latino	70
Total	250

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	20
Black or African American	30
Native Hawaiian or Other Pacific Islander	
White	48
Other	152
Total	250

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for

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

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

E. CITIZEN PARTICIPATION:
Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.
Back in 2017-8, MCCJ sponsored Zocalo Madera, a public art space that hosted monthly events. Each event was attended by over 100 participants,/attendees. Additionally, one middle school and both high school classes participated. In its Black Lives Matter street mural (2021), the total participation exceeded 150. In its 2021-22, the events (paint parties) averaged over 75 youth each. Residents of the community regularly go by the wall mural that was install to see the art work. Street art is very popular inter-generationally but especially the younger population. One local official recently commented that the corner of 5th and B St. is the one bright spot in the downtown.

No official records mantained.

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

3. Provide evidence of collaboration with other agencies within the community.
In the past 30 years, MCCJ has collaborated, cooperated and coordinated activities with local government, agencies, community organizations and the faith community. More specifically, as it relates to this project, it regularly work with CAPMC, CVOC, Madera Housing Authority, Camarena Health Center, MUSD, MCPHD, MCDSS, St. Joachim Church, and local businesses.

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: Eddie Ocampo	Title:Director
Company/Agency Self-Help Housing	Tel. Number: 559-802-1683
Email Address: EddieO@selfhelpenterprises.org	

Name: Ara Kelegian	Title: Principal
Company/Agency Ripperdan Community School	Tel. Number: 559-674-0059
Email Address: arakelegian@maderausd.org	

Name: Mattie Mendez	Title: Executive Director
Company/Agency Community Action Partnership Madera County	Tel. Number: 559-675-5749
Email Address: mmendez@maderacap.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? monthly
What was the average number of Board members attending meetings last year? 6
Based on the bylaws, what is the minimum and maximum number of seats on the Board?
Minimum: 4 Maximum: 14
Date of Incorporation: 1994

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supportingdocumentation.
N/A.
How often are financial records audited, and by whom?
bienally
Are the treasurer and/or other financial officers bonded? ○ Yes ◉ No
If so, for how much?
List any judgments or pending lawsuits against the agency or program:
None.
List any outstanding obligations:
None.

	Madera	Other Funding	Program Total

Budget Line Item			
Personnel Lines needed: 1			
Coordinator	$22,880	$0	$22,880
Benefits	$1,610	$0	$1,610
Taxes	$1,015	$0	$1,015
Subtotal Personnel	$25,505	$0	$25,505
Non-Personnel			
Move-In Assistance	$0		$0
Supplies & Materials	$200	$0	$200
Equipment			$0
Communications	$420	$0	$420
Meetings & Convenings	$0	$0	$0
Travel & Transportation	$300	$0	$300
Training			$0
Consulting			$0
Evaluation			$0
Other Lines needed: 1			
Rental Assistance grants	$55,000		$55,000
Subtotal Non-Personnel	$55,920	$0	$55,920
Total Personnel & Non-Personnel	$81,425	$0	$81,425
Indirect Costs	$5,400	$0	$5,400
TOTAL	$86,825	$0	$86,825
Proposed # of Persons Served:	250		
Cost per Individual	$347		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the

box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment	Link or Explanation for Missing Attachments
☑ Articles of Incorporation and Bylaws	artofincorp.pdf
☑ Organization Chart	org_chart_2.pdf
☑ Non-Profit Determination Letters, IRS & State (501.3.c)	irs_501c3.pdf
☑ Most Recent Financial Statements	2022-budget.pdf
☑ Most Recent Audit & Findings, if any	auditmccj21.pdf
☐ Program Intake Policies	Each project develops its own intake form
☑ Client Intake Form	File_Checklist_3.7.22-rap.docx
☐ Evaluation Document	N/A
☑ Board Certification	MCCJ_Board_Cert_5-25-22_CDBG_Application_for_City_0332_001.pdf
☑ Board Roster	Board_of_Directors_LIst_2022.docx
☑ Income Certification Form	2022incomeguideline.pdf
☐ Other -	
☐ Other - xyz	

Submitted By:	Marcela Zuniga
Date Signed	06/17/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022
Approval Modified By	
Date Signed	//

Initially submitted: May 25, 2022 - 15:38:12

Exhibit C

City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Program:
Agency:

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date: **IDIS #:**
Agency Name: **PO #:**
Agency Address
Program Name: **Grant Year:** **Report Period:**
Program Description:
Prepared By: **Phone #:**
E-mail:

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	

2. Income Data - Unduplicated PERSONS Served View AMI Table

-- NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
TOTALS						

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served ?	Hisp ?	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											**0**	**0**
Black/African American											**0**	**0**
Asian											**0**	**0**
Amer. Indian/Alaskan Native											**0**	**0**
Native Hawaiian/Pacific Isl.											**0**	**0**
Amer. Indian/White											**0**	**0**
Asian/White											**0**	**0**
Black/White											**0**	**0**
Amer. Indian/Black											**0**	**0**
Other											**0**	**0**
TOTAL	**0**	**0**									**0**	**0**

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($21,401.50) WITH CITY OF MADERA, PARKS & COMMUNITY SERVICES

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with City of Madera, Parks and Community Services in the amount of $21,401.50 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera 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 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA PARKS & COMMUNITY SERVICES DEPT.

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and MADERA PARKS & COMMUNITY SERVICES DEPT., 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 "B",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed $21,401.50 in fiscal year 2022-2023. 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 (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, 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 "B"** 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 "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "B."** 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 "A**" or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** 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 "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

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.
- $500,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and $500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates 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)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient 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 Subrecipient 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
//

Subrecipient 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 Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
MADERA PARKS & COMMUNITY SERVICES DEPT.
701 E. 5th Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

[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 as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

MADERA PARKS & COMMUNITY SERVICES DEPT.:

By: _____
Madera Parks & Community Services Dept.

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

FY 2022-2023 Budget
MADERA PARKS & COMMUNITY SERVICES DEPT.
Madera Parks & Community Services Dept.

Budget Line Item	Madera
Personnel Lines needed: 1	
Salaries	$0.00
Benefits	$0.00
Taxes	
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	$21,401.50
Equipment	$0.00
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	$0.00
Consulting	
Evaluation	
Other Lines needed:	
Subtotal Non-Personnel	$21,401.50
Total Personnel & Non-Personnel	$21,401.50
Indirect Costs	
TOTAL	$21,401.50
Number of Persons Served:	250
Cost per Individual	$86

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CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Parks & Community Services Dept.
Name of Project: Madera Seniors Nutrition & Recreation Programs	
Street Address/Service Area of Project:	703 E. 5th Street
City: Madera	Zip: 93638
Amount Requested for this Project:	$148,500
Amount of Leveraged Funds Available for this Project:	$0

Mailing Address:	Madera, CA 93638
City: Madera	Zip: 93638
Grant Administrator : Marcela Zuniga	Title: Grants Administrator
Phone: (559) 661-3692	Email: Madera, CA 93638
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: 701 E 5th St	Federal EIN/TIN Number: 94-6000365
Program/Project Administrator: Joseph Hebert	Title: Interim Director
Phone: (559) 661-5426	Email: 701 E 5th St
Type of Entity/Organizational Structure City Department/Public Agency	
Brief Project Description(50 Words Max):The City of Madera Parks & Community Services Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 55 years of age and older. With the COVID-19 pandemic the congregate meal program was changed to a homebound delivered program. With restrictions lifting, PCS will reinstate the congregate meal program	

CDBG PUBLIC SERVICES APPLICATION

1. 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.)

Prior to COVID-19, the City of Madera Parks & Community Services (PCS) Department offered programs and services for the seniors citizens of Madera. Staff is seeking CDBG resources in the amount of $100,000.00 to support staffing, supplies, associated programming costs and the reopening of two senior sites located in Madera's disadvantaged neighborhoods at the Frank Bergon Senior Center and the Pan-American Community Center.

The requested CDBG funding would enable the City to reinstate the following programs and services for seniors:

1. Senior Meal Program - With the COVID-19 pandemic, the meal service to congregate seniors and home delivered meals was shifted from City management to the Fresno-Madera Area Agency on Aging (FMAAA). FMAAA has been administering this meal service since May 2020. As Governor Newsom continues to lift restrictions, staff anticipates to resume regular programming and services at the congregate sites. This would include providing a nutritious and balances meal five days per week, excluding holidays at the City's two senior sites. Additionally, the City anticipates resuming the administering of the Meals on Wheels program which delivers seven nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors.

2. Wellness Programs - Fitness and wellness programs will be offered throughout the week could include Tai-Chi, Zumba, chair aerobics, yoga, walking club, core balance and others. We are planning a series of presentations on enhancing wellness, improving healthy living and mental health.

3. Recreation and Educational Programs - Classes in sports, leisure, arts & crafts, book club, music classes, cooking classes, social dances, karaoke and a wide variety of local excursions and regional trips Also highlighting, educational courses, Senior Awareness program presentations and much more.

2. EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
The City of Madera PCS Department is the only agency within the City limits that provides seniors with congregate and home delivered meal services and the host of programs and activities for the senior population.

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

4. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.
1. Goal 1: The City will add new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier lifestyle.
a. Objective 1: the City will provide regional excursions that expose seniors to art galleries, special cultural events, farmer's markets and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.
b. Objective 2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.
2. Goal 2: The City will expand their wellness and educational programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.
a. Objective 1: The City will provide wellness programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem. The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.
b. Objective 2: The City will partner with other agencies to educate our seniors through presentations on the Elder related topics and issues.

Goal 3: Increase the amount of nutritious meals served at each of the senior centers.
a. Objective 1: The City will partner with Fresno Madera Area Agency on increasing the number of congregate meals served and documenting the service number by utilizing the intake form.

5. Mark the box below that indicates the national objective met:

◉ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

◉ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Click Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

○ **LMC-Limited Clientele.** 570.208(a)(2).

○ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

○ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:

- ○ Abused children
- ○ Battered spouse
- ◉ Ederly persons (62 years of age or older)
- ○ Illiterate persons
- ○ Migrant farm workers
- ○ Handicapped individuals
- ○ Homeless persons
- ○ Persons with AIDS

○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

○ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility

of elderly persons or of adults meetig the definition of "severely disabled."

- ○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
- ○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

○ **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please Click Here for the regulations and criteria.

○ **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

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 defined by CDBG.

1. Objective 1: The program attendance for the areas listed above remain constant or realize up to a 5% increase in duplicated services provided over the grant period.
2. Objective 2:The average score on self-reporting surveys for life satisfaction will rise 5% over the grant period.

7. How will your program meet its goals in one year?

The Senior Services Program goals will be met by monitoring monthly meal consumption and quarterly

reports. The program will ensure low and moderate income persons are receiving the meals. Participation sign in sheets are used to monitor the programs and usage for social interaction, recreation and educational programming detailed in this grant application.

8. 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.
FMAAA offers grant funding to help offset costs of senior services programs. As of May 2022 no contract has been signed. Seniors may choose to anonymously make voluntary donations to the program 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 General Fund provides gap funding to cover the gap between revenues received and expenditures. Staff is researching other fundraising efforts but pass experiences have modest support of senior programs is achieved through fundraising.

9. 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).
City staff is researching fundraising opportunities for the upcoming fiscal year; however, no assumptions are being made about that revenue at this time considering the ongoing impacts of COVID-19. The City's General Fund available to the PCS Department has also decreased in step with economic downturn and has not recovered.

10. 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 COVID-19 pandemic and ongoing closure of the senior centers, the senior surveys have not been completed for the last year or current year. Once the senior centers

and program are reopened, program surveys and feedback from the City of Madera Vision 2025 subcommittee will be gathered and analyzed for program planning as direct result of the data collected.

11. 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.

12. 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 was a waitlist system in effect in the event of overflow of clients, with additional resources to assist the wait listed clients.

13. Discuss your program's/project's successes.
The City supports Madera's senior residents through comprehensive meal and recreational/educational programming. Without these senior program, many participants would live in isolation with the guarantee of adequate nutrition. The recreation and wellness component provide the opportunity for the senior to have social interaction, engagement, improved vitality and overall increased wellness. Participants describe the senior program as their home away from home and a reason to get up each morning. These programs aid in helping them with their overall mental health. These services are nutritional, educational, and a key factor in Madera senior's social interactions.

14. Discuss your program's/project's past performance (2015 to 2020).
The senior services programs provided by CDBG funding has consistently met program goals and objectives in the 2015 to 2020 timeframe. CDBG funding has aided the City in providing tens of thousands of individual interaction with the community's senior citizens; be it providing a nutritious meal, an opportunity to dance or exercise, attaining a resource or referral and just gathering place to

fellowship and make new friends. Over the past five years, the City has provided a core of essential services such as the meal program, wellness and educational activities. The senior have experienced new adventures through our excursion and regional trips. The City has always been the source to come to when needing resources and referral to the underserved members of the community. While no congregate meals or senior site programming were conducted during the fiscal FY 2021/2022 due to the ongoing closure of the senior centers impacted by COVID-19 pandemic, staff has strived to continue to keep in touch and make sure seniors have all access to resources. City staff has reached out with wellness calls each week and delivered to their home's monthly wellness baskets.

15. 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 will be highlighted in the PCS facebook page, that is updated on a regular basis. Periodic reporting to internal and external CDBG program monitors includes documentation of programs and attendance figures.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	5,600
2. Indicate the **Total number of Unduplicated Clients** you intend to serve during the term of this proposed program/service (12 months).	250
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	○ Yes ◉ No
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 ◉ No
5. Is a fee schedule used?	○ Yes

(If yes, attach a copy of the fee schedule.)	◉ No
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
0-5	
6-12	
13-17	
18-34	
35-54	
55-59	30
60-64	45
65+	175
Total	250

GENDER	
Female	175
Male	75
Total	250

Female-Headed Households	80

Ethnic Categories*	Clients
Hispanic or Latino	175
Not-Hispanic or Latino	75
Total	250

Racial Categories*	Clients
American Indian or Alaska Native	10
Asian	20
Black or African American	40
Native Hawaiian or Other Pacific Islander	5
White	100
Other	75
Total	250

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

compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

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

E. CITIZEN PARTICIPATION:
Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?
Include documentation of support for the proposal such as meeting minutes, letters and petitions.
Prior to COVID-19 the City of Madera surveys senior program participants annually and received feedback from participants. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback

data. During the site closures, staff made weekly wellness calls to participating seniors.

2. Note complaints that have been received, etc.
No complaints have been received to date.

3. Provide evidence of collaboration with other agencies within the community.
1. Fresno Madera Area Agency on Aging (FMAAA)
2. SER-SCEP - jobs for progress
3. Madera County Health Dept.
4. Senior Companions
5. Madera Police Department
6. Community Action Partnership of Madera County (CAPMC)
7. Camarena Health
8. Madera Food Bank

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: Mee Wang	Title:Program Manager
Company/Agency Madera County Department of Social Services	Tel. Number: (559) 661-8364
Email Address: mee.wang@maderacounty.com	

Name: Peggy Mendibles	Title: Sr. Lead Case Manager
Company/Agency SERS	Tel. Number: (559) 452-0881
Email Address: peggy@sercalifornia.org	

Name: Joanna Orea	Title: Health Education Specialist
Company/Agency Madera County Health Dept.	Tel. Number: (559) 675-7893
Email Address: joanna.orea@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 2x /month
What was the average number of Board members attending meetings last year? 7
Based on the bylaws, what is the minimum and maximum number of seats on the Board?
Minimum: 4 Maximum: 7
Date of Incorporation: 1907

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supportingdocumentation.
Currently, no there no additional funding.
How often are financial records audited, and by whom?
yearly
Are the treasurer and/or other financial officers bonded? ◉ Yes ○ No
If so, for how much? 1,000,000.00
List any judgments or pending lawsuits against the agency or program:
none
List any outstanding obligations:
none

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 1			
Salaries	$80,000		$80,000
Benefits	$32,000		$32,000
Taxes			$0
Subtotal Personnel	$112,000	$0	$112,000
Non-Personnel			
Move-In Assistance			$0
Supplies & Materials	$25,000		$25,000

Equipment	$10,000		$10,000
Communications			$0
Meetings & Convenings			$0
Travel & Transportation			$0
Training	$1,500		$1,500
Consulting			$0
Evaluation			$0
Other Lines needed:			
Subtotal Non-Personnel	$36,500	$0	$36,500
Total Personnel & Non-Personnel	$148,500	$0	$148,500
Indirect Costs			$0
TOTAL	$148,500	$0	$148,500
Proposed # of Persons Served:	250		
Cost per Individual	$594		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment	Link or Explanation for Missing Attachments
▢ Articles of Incorporation and Bylaws	
▢ Organization Chart	
▢ Non-Profit Determination Letters, IRS & State (501.3.c)	
▢ Most Recent Financial Statements	
▢ Most Recent Audit & Findings, if any	
▢ Program Intake Policies	
▢ Client Intake Form	
▢ Evaluation Document	

- ▢ Board Certification
- ▢ Board Roster
- ▢ Other -
- ▢ Other -

Submitted By:	marcela zuniga
Date Signed	06/17/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022
Approval Modified By	cdscds
Date Signed	06/22/2022

Initially submitted: May 26, 2022 - 12:50:12

Returned to Draft 06-17-2022 by Madera
Reason: Please submit a revised budget.

Exhibit C

City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Program:
Agency:

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date: **IDIS #:**
Agency Name: **PO #:**
Agency Address
Program Name: **Grant Year:** **Report Period:**
Program Description:
Prepared By: **Phone #:**
E-mail:

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	

2. Income Data - Unduplicated PERSONS Served View AMI Table

-- NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
TOTALS						

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served ?	Hisp ?	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											**0**	**0**
Black/African American											**0**	**0**
Asian											**0**	**0**
Amer. Indian/Alaskan Native											**0**	**0**
Native Hawaiian/Pacific Isl.											**0**	**0**
Amer. Indian/White											**0**	**0**
Asian/White											**0**	**0**
Black/White											**0**	**0**
Amer. Indian/Black											**0**	**0**
Other											**0**	**0**
TOTAL	**0**	**0**									**0**	**0**

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($20,000) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Community Action Partnership of Madera County, Inc. 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, Inc.
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 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and COMMUNITY ACTION PARTNERSHIP OF MC, 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 "B",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed $20,000 in fiscal year 2022-2023. 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 (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, 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 "B"** 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 "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "B."** 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 "A**" or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** 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 "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

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.
- $500,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and $500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates 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)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient 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 Subrecipient 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
//

Subrecipient 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 Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
COMMUNITY ACTION PARTNERSHIP OF MC
1225 Gill Avenue
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

[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 as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

COMMUNITY ACTION PARTNERSHIP OF MC:

By: _____
Community Action Partnership of MC

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

FY 2022-2023 Budget
COMMUNITY ACTION PARTNERSHIP OF MC
Community Action Partnership of MC

Budget Line Item	Madera
Personnel Lines needed: 2	
Salaries	$12,177
Fee & Licenses	$657
Benefits	$2,999
Taxes	
Subtotal Personnel	$15,833.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	$250
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	$819
Training	
Consulting	
Evaluation	
Other Lines needed: 4	
Rent	$640
Insurance	$400
Utilities	$195
Telephone	$195
Subtotal Non-Personnel	$2,499.00
Total Personnel & Non-Personnel	$18,332.00
Indirect Costs	$1,668
TOTAL	$20,000.00
Number of Persons Served:	
Cost per Individual	

Choose Font: 20

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Community Action Partnership of MC
Name of Project: Fresno Madera Continuum of Care	
Street Address/Service Area of Project:	1225 Gill Avenue
City: Madera	Zip: 93637
Amount Requested for this Project:	$20,000
Amount of Leveraged Funds Available for this Project:	$0
Mailing Address:	1225 Gill Avenue
City: Madera	Zip: 93637
Grant Administrator : Mattie Mendez	Title: Executive Director
Phone: 559-675-5749	Email: mmendez@maderacap.org
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: V9D5YUNVFNA4	Federal EIN/TIN Number: 94-1612823
Program/Project Administrator: Ana Ibanez	Title: Community Services Program Manager
Phone: 559-675-5747	Email: aibanez@maderacap.org
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max):Funding for his project will pay for personnel cost for two members of CAPMC staff to participate on the FMCoC meetings. The FMCoC works collaboratively to reduce homelessness in Fresno and Madera Counties. Because of CDBG funding grants, CAPMC has remained an active participant on the FMCoC Board by attending meetings, and serving FMCoC committees	

CDBG PUBLIC SERVICES APPLICATION

1. 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.)

Although Madera County does not have the large number of homeless population as do the larger cities, housing solutions continue to be limited. Continuums of Care (CoCs) are required to conduct a Point in Time (PIT) count of people experiencing homelessness at least every other year (www.hud.gov). This year, the Point in Time Count was conducted during the week of February 22-24, 2022. The official numbers have not been released yet, but CAPMC is sure that they won't be much different than the previous years.

According to worldpopulationreview.com, California continues to have the highest population of all the states with 151,278. The top four causes of homelessness, in order, are lack of affordable housing, unemployment, poverty and low wages according to worldpopulationreview.com.

The biggest challenge in Madera County with addressing its homelessness issue continues to be the lack of affordable housing. Madera County recently had two housing projects open up for Madera residents and those were filled within 30-60days, leaving many to be placed on a wait list, which is now a few years out for the two newest apartment complexes. Addressing homelessness requires region-wide coordination and collaboration to help find lasting solutions. Being a member of the Fresno-Madera Continuum of Care helps to accomplish this. This has opened the doors for CAPMC to bring additional dollars to Madera to help address the homeless population.

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

The community resources available to homeless individuals

and families in Madera County are limited and at times cannot meet the needs of the homeless population. Madera Rescue Mission (MRM) offers emergency food and shelter for the homeless as well as a new respite center with 6 beds for those exiting the hospital/clinics and still need minimal assistance and do not have a place to recover. MRM can house up to 40 men and has 19 beds to serve women and children. The Victory Outreach Program offers a faith-based transitional program that can serve 10 men but sometimes they choose not to utilize the program due to the faith-based requirement. Community Action Partnership of Madera County (CAPMC) offers five housing programs that serve men, women, children and domestic violence victims. The Martha Diaz shelter has four emergency shelter units that can serve up to 18 domestic violence victims, which many times are at risk of becoming homeless. Victim Services operates a transitional housing program for victims of domestic violence that has two units, which can house two families year-round. The Shunammite Place offers permanent supportive housing for 37chronically homeless individuals with disabilities.

CAPMC also has a rapid rehousing program that can help pay for up to18 months for rent homeless individuals and families who need help getting re-established in housing. Turning Point operates Serenity Village, a permanent supportive housing program for chronically homeless men located in Oakhurst and has the capacity to house 7 individuals. CAPMC received additional funding to shelter vulnerable homeless individuals in hotel rooms when the MRM is at capacity. CAPMC's, Homeless Engagement for Living Program (H.E.L.P.) Center serves as a one-stop shop to help individuals and families who are homeless or are in jeopardy of becoming homeless. For those who call the center will receive help in getting connected to community resources including housing. Depending on the need of each client, the housing solutions that are offered are Emergency Shelter, Rapid Re-Housing, and Permanent Supportive Housing.

3. Explain how your program supplements or complements existing services without duplicating them.
The FMCoC utilizes the Homeless Management Information

Systems (HMIS) database to record the progress of clients as they move through the Fresno Madera Continuum of Cares Coordinated Entry process to being housed. As a member of the FMCoC, CAPMC follows these guidelines when assisting homeless clients. This systematic approach to serving the homeless supplements the efforts to assist while also insuring that there is not a duplication of services. A Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT) which is a survey administered both to individuals and families to determine the risk and prioritization when providing assistance to homeless and at-risk of homelessness.

4. 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.
Measurables goals and objectives are listed on the next page along with a statement of how CAPMC will track progress.

5. Mark the box below that indicates the national objective met:

- ◉ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)
  - ○ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Click Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
  - ○ **LMC-Limited Clientele.** 570.208(a)(2).
    - ○ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.
      - ○ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:
        - ○ Abused children
        - ○ Battered spouse
        - ○ Ederly persons (62 years of age or older)

- ○ Illiterate persons
- ○ Migrant farm workers
- ○ Handicapped individuals
- ◉ Homeless persons
- ○ Persons with AIDS

○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

○ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meetig the definition of "severely disabled."

○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).

○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

○ **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please Click Here for the regulations and criteria.

○ **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

1. CAPMC will have active membership on the Fresno Madera Continuum of Care. CAPMC staff will then communicate the information from local homeless groups such as the Housing the Homeless and the Homeless Connections group. There are a minimum of 24 meetings a 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 2023 Homeless Point In Time Count.

7. 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 on one year if the performance indicators listed above reach the expected numbers. Timeline attached.

8. 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 financial resources available for this program. The CDBG funding allows CAPMC to maximize resources to provide more services that are comprehensive to the homeless. No other funding sources will fund the participation on the FMCoC.

9. 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).
Every 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. With the donations collected, staff put together hygiene kits that are then distributed during the Point In Time Count. When the donations collected are not enough, the FMCoC then steps in to provide the items needed.

10. What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
CAPMC conducts a Community Needs Assessment where information is gathered at focus groups, community meetings, and surveys about what people see is the most important unmet needs in the community. The top five priorities were affordable housing, access to health care, employment, food, and homeless services. Attendance at the FMCoC will help CAPMC in its efforts to address these needs.

11. 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.
Different funding sources will be used for cost related to the 2023 Homeless Point in Time Count to cover areas outside of the City limits of Madera and the approved census tracks. During the 2022 Point In Time Count, Madera County provided staff with $15.00 McDonalds gift cards to help support the homeless population that competed the survey.

12. 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. Staff also use the VI-SPDAT survey to determine risk and prioritization to homeless and at-risk of homelessness persons.

13. Discuss your program's/project's successes.
The CDBG funds allows staff to represent CAPMC at the FMCoC board meetings. In turn, this has now brought on much more support for the Madera County homeless population.

As a member of the FMCoC, CAPMC has the ability to apply for additional funding the help support the services for homeless families and individuals.

The Shunammite Place was awarded funding to expand its services and is now able to house a total of 37 homeless individuals including a family.

Being a member of the FMCoC has also allowed CAPMC to apply for Emergency Solution Grant funding. CAPMC received in April, 2020 $106,000 and were spent by December 2020. After that CAPMC then received two amendments for a total of $260,000 and in 2021 CAPMC also received additional allotments in the amount of $270,000 and another this year, 2022 for the amount of $270,000.

With CSBG funding, CAPMC was able to expand homeless services by creating the Homeless Engagement for Living Program (H.E.L.P.) Center which serves as a one-stop shop to help individuals and families who are homeless or are in jeopardy of becoming homeless. For those who call the center will receive help in getting connected to community resources including housing. Depending on the need of each client, the housing solutions that are offered are Emergency Shelter, Rapid Re-Housing, and Permanent Supportive Housing.

All funds received have allowed CAPMC to provide rapid re-housing services, street outreach, homeless prevention,

rapid re-housing, emergency shelter and homeless management information services.

CAPMC receives valuable T&TA from the FMCoC's homeless experts and all trainings are free.

14. Discuss your program's/project's past performance (2015 to 2020).
The project has met its goals every year since 2013 with the exception of 2020-2021 contract. Reports have been submitted in a timely manner and all funds have been spent with the exception of 2020-2021 contract. Due to the COVID-19 pandemic, the 2021 Homeless Point in Time Count was not conducted, all meetings were web-based and this saved on staff travel and fuel.

HUD mandated Homeless Point in Time Counts have been successfully conducted with the exception of 2021 count.

Requirements of the Homeless Emergency Assistance and Rapid Transition to Housing Act (H.E.A.R.T.H. Act) were implemented via the direction of the FMCoC.

Housing First Program Approach to addressing homeless 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 Connections and Housing the Homeless meetings are facilitated to provide communication about homeless issues with Madera's Homeless service providers.

Shunammite Place Permanent Supportive Housing program for chronically homeless individuals/families with disabilities.

Homeless Engagement for Living Program (H.E.L.P.) Center which serves as a one-stop shop to help individuals and

families who are homeless or are in jeopardy of becoming homeless.

15. Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
No direct services will be provided by these funds.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	
2. Indicate the **Total number of 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.	○ Yes ◉ No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	○ Yes ◉ No
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
0-5	
6-12	
13-17	
18-34	
35-54	
55-59	
60-64	
65+	
Total	0

GENDER	
Female	
Male	
Total	0

Female-Headed Households	

Ethnic Categories*	Clients
Hispanic or Latino	
Not-Hispanic or Latino	
Total	0

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	
Total	0

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

• Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to "Hispanic" or "Latino."
• Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
• American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal

affiliation or community attachment.
• Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
• Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” can be used in addition to "Black" or "African American."
• Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
• White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

E. CITIZEN PARTICIPATION:
Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?
Include documentation of support for the proposal such as meeting minutes, letters and petitions.
An integral part of the Community Needs Assessment is listening to Madera County residents, both those affected by the conditions of poverty, and those attempting to reduce them. CAPMC held the following focus groups and survey opportunities to hear from differing parts of Madera County:

* Online Surveys Distributed from April 1-April 26 to General Madera County population
* Head Start Parent Meeting on Thursday, April 15 at 2pm
* Shunammite Place Focus Group on Friday, April 23 at 9am
* Community Partner WebEx Forum on Friday, April 23 at 11am

You can find the entire Community Needs Assessment at: https://maderacap.org/mdocs-posts/community-needs-assessment/

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

3. Provide evidence of collaboration with other agencies within the community.
CAPMC collaborates with the local community partners about solutions to addressing homelessness through the Housing the Homeless group and the Homeless Connections group. These meetings are well attended and those that attend are in favor of any program that helps support housing the homeless.

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: Julie Morgan	Title:Assistant Director
Company/Agency Madera County Behavioral Health	Tel. Number: 559-673-3508 ext. 1220
Email Address: julie.morgan@maderacounty.com	

Name: Ryan McWherter	Title: Director
Company/Agency Madera County Food Bank	Tel. Number: 559-975-3515
Email Address: rmcwherter.maderafoodbank@gmail.com	

Name: Jody Ketcheside	Title: Regional Director
Company/Agency Turning Point of Central California	Tel. Number: 559-233-2663 ext. 7310
Email Address: jketchside@tpocc.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? Monthly
What was the average number of Board members attending

meetings last year? 12
Based on the bylaws, what is the minimum and maximum number of seats on the Board?
Minimum: 8 Maximum: 15
Date of Incorporation: December 1, 1965

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supportingdocumentation.
None
How often are financial records audited, and by whom?
Yearly - Brown-Armstrong CPAs
Are the treasurer and/or other financial officers bonded? ◉ Yes ○ No
If so, for how much? $200,000.00
List any judgments or pending lawsuits against the agency or program:
None
List any outstanding obligations:
None

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 3			
Salaries	$12,177		$12,177
Fee & Licenses	$657		$657
			$0
Benefits	$2,999		$2,999
Taxes			$0
Subtotal Personnel	$15,833	$0	$15,833
Non-Personnel			
Move-In Assistance			$0
Supplies & Materials	$250		$250
Equipment			$0
Communications			$0
Meetings & Convenings			$0
Travel & Transportation	$819		$819
Training			$0

Consulting			$0
Evaluation			$0
Other Lines needed: 4			
Rent	$640		$640
Insurance	$400		$400
Utilities	$195		$195
Telephone	$195		$195
Subtotal Non-Personnel	$2,499	$0	$2,499
Total Personnel & Non-Personnel	$18,332	$0	$18,332
Indirect Costs	$1,668		$1,668
TOTAL	$20,000	$0	$20,000
Proposed # of Persons Served:			
Cost per Individual			

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment	Link or Explanation for Missing Attachments
▢ Articles of Incorporation and Bylaws	
▢ Organization Chart	
▢ Non-Profit Determination Letters, IRS & State (501.3.c)	
▢ Most Recent Financial Statements	
▢ Most Recent Audit & Findings, if any	
▢ Program Intake Policies	
▢ Client Intake Form	
▢ Evaluation Document	
▢ Board Certification	
▢ Board Roster	
▢ Other -	
▢ Other -	

Submitted By:	Ana Ibañez
Date Signed	05/26/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022

Initially submitted: May 26, 2022 - 14:40:17

Exhibit C

City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Program:
Agency:

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date: **IDIS #:**
Agency Name: **PO #:**
Agency Address
Program Name: **Grant Year:** **Report Period:**
Program Description:
Prepared By: **Phone #:**
E-mail:

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	

2. Income Data - Unduplicated PERSONS Served View AMI Table

-- NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
TOTALS						

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served ?	Hisp ?	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											**0**	**0**
Black/African American											**0**	**0**
Asian											**0**	**0**
Amer. Indian/Alaskan Native											**0**	**0**
Native Hawaiian/Pacific Isl.											**0**	**0**
Amer. Indian/White											**0**	**0**
Asian/White											**0**	**0**
Black/White											**0**	**0**
Amer. Indian/Black											**0**	**0**
Other											**0**	**0**
TOTAL	**0**	**0**									**0**	**0**

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2022/23 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 2022/23 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 the 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 2022/23 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 CITY OF MADERA ENGINEERING DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and CITY OF MADERA ENGINEERING DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

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

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

D. 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 "B",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed $25,000 in fiscal year 2022-2023. 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 (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, 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 "B"** 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 "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "B."** 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 "A**" or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** 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 "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

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.
- $500,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and $500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates 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)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient 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 Subrecipient 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
//

Subrecipient 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 Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
CITY OF MADERA ENGINEERING DEPARTMENT
428 E Yosemite Ave
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts

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

[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 as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

CITY OF MADERA ENGINEERING DEPARTMENT:

By: _____
City of Madera Engineering Department

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

FY 2022-2023 Budget
CITY OF MADERA ENGINEERING DEPARTMENT
City of Madera Engineering Department

Budget Line Item	Madera
Personnel Lines needed: 0	
Benefits	
Taxes	
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 0	
Subtotal Non-Personnel	$0.00
Total Personnel & Non-Personnel	$0.00
Indirect Costs	$25,000
TOTAL	$25,000.00
Number of Persons Served:	
Cost per Individual	

Choose Font: 20

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Capital Project/Public Improvements
Legal Name of Organization:	City of Madera - Public Works Department
Name of Project: Beautification Project	
Street Address/Service Area of Project:	City Wide
City: Madera	Zip: 93638
Amount Requested for this Project:	$25,000
Amount of Leveraged Funds Available for this Project:	$0

Mailing Address:	1030 s gateway dr
City: Madera	Zip: 93638
Grant Administrator :	Title:
Phone: 15596754246	Email: dfoss@madera.gov
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: HGAUD831PLK1	Federal EIN/TIN Number:
Program/Project Administrator: Daniel Foss	Title: Public Works Director
Phone: 15596754246	Email: 1030 S. Gateway Dr.
Type of Entity/Organizational Structure City Department/Public Agency	
Brief Project Description(50 Words Max):The city will be requesting funding for paint to remove graffiti within the city limits and more specifically in our low moderate income neighborhoods on the east side and downtown areas.	

CDBG CAPITAL PROJECTS/PUBLIC IMPROVEMENTS APPLICATION

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, attach diagram of the area in the attachments section):
Project is based on graffiti removal within low moderate income neighborhoods in the city. The anticipated accomplishment is to clean the city of any and all graffiti.

2. Need (Explain why project is needed.)
There is a need for this project since graffiti with the city if on the rise and so is the price of paint needed to remove the graffiti.

3. Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
There are no other sources of funding.

4 Timetable (assuming a start date of July 1, 2022). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment in the Attachments section)
Our starting date will be July 1, 2022 and we very well could meet our goals in a year. We don't necessarily have any milestones other than a visual improvement of the city with less graffiti.

5. What measurable goals will your program deliver?
Measurable goals will be a decrease in citizen complaints of graffiti and an enhanced visual aesthetic within our low moderate income neighborhoods

6. What are the project's expected outcomes? How are the outcomes assessed?
The expected outcome is a removal of all graffiti in our low moderate income neighborhoods. This can be assessed via drives around these areas and a decrease in complaints of graffiti from citizens.

7. Mark the box below that indicates the national objective met:

◉ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

◉ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Click Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

○ **LMC-Limited Clientele.** 570.208(a)(2).

- ○ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.
  - ○ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:
    - ○ Abused children
    - ○ Battered spouse
    - ○ Ederly persons (62 years of age or older)
    - ○ Illiterate persons
    - ○ Migrant farm workers
    - ○ Handicapped individuals
    - ○ Homeless persons
    - ○ Persons with AIDS
  - ○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
  - ○ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.
- ○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meetig the definition of "severely disabled."
- ○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
- ○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less

than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

- ○ **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.
- ○ **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.
For addressing Slum or Blight on an area basis, please Click Here for the regulations and criteria.
○ **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?
It addresses-Downtown Revitalization: Promote the comprehensive revitalization of
downtown Madera. And also addresses strategy 134-Visual Standards.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure? 50 years

b. Will this project affect an historically significant (or potentially historic) structure?

no

2. Archeological:

a. Will this project involve any ground disturbance?

no

b. Will this project affect an historically significant (or potentially historic) structure?

no

3. Water:

is project involve a sewer or water system?

no

D. PROGRAM ELIGIBILITY:

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

Primarily benefits low and moderate-income persons:
a. Number of persons served annually: 60000

b. Service Area: City Wide
Number of City residents served annually: 60,000
Number of persons with disabilities or seniors served annually: 10,000

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

E. CITIZEN PARTICIPATION:
Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?
Include documentation of support for the proposal such as meeting minutes, letters and petitions.
We haven't taken anything to council regarding public participation. We do get calls from the citizens regarding graffiti and we encourage them to call any time they see graffiti within the city limits.

2. Note complaints that have been received, etc.
We get a mix of complaints. More so complaining of the graffiti.

3. Provide evidence of collaboration with other agencies within the community.
City does not collaborate with other agencies for this job

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: rosalind cox	Title:director of faciities, planning, and construction
Company/Agency Madera Unified School District	Tel. Number: 559-675-4548
Email Address: rosalindcox@maderausd.org	

Name: isabel guzman	Title: principal
Company/Agency Thomas Jefferson Middle School	Tel. Number: 559-474-0271
Email Address: isabelguzman@maderausd.org	

Name: alan gilmore	Title: public health program manager
Company/Agency Madera County Public Health	Tel. Number: 559-675-7893
Email Address: alan.gilmore@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 22 times a year
What was the average number of Board members attending meetings last year? 7
Based on the bylaws, what is the minimum and maximum number of seats on the Board?
Minimum: 4 Maximum: 7
Date of Incorporation: n/a

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supportingdocumentation.
n/a
How often are financial records audited, and by whom?
annually
Are the treasurer and/or other financial officers bonded? ○

Yes ◉ No

If so, for how much?

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

n/a

List any outstanding obligations:

n/a

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 000			
Benefits			$0
Taxes			$0
Subtotal Personnel	$0	$0	$0
Non-Personnel			
Move-In Assistance			$0
Supplies & Materials	$25,000		$25,000
Equipment			$0
Communications			$0
Meetings & Convenings			$0
Travel & Transportation			$0
Training			$0
Consulting			$0
Evaluation			$0
Other Lines needed: 0			
Subtotal Non-Personnel	$25,000	$0	$25,000
Total Personnel & Non-Personnel	$25,000	$0	$25,000
Indirect Costs			$0
TOTAL	$25,000	$0	$25,000
Proposed # of Persons Served:	10,000		
Cost per Individual	$3		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment	Link or Explanation for Missing Attachments
▢ Articles of Incorporation and Bylaws	
▢ Organization Chart	
▢ Non-Profit Determination Letters, IRS & State (501.3.c)	
▢ Most Recent Financial Statements	
▢ Most Recent Audit & Findings, if any	
▢ Program Intake Policies	
▢ Client Intake Form	
▢ Diagram of Area	
▢ Timeline	
▢ Other -	
▢ Other -	

Submitted By:	Adam Gonzales
Date Signed	05/26/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022

Initially submitted: May 26, 2022 - 15:47:05

Exhibit C

City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Program:
Agency:

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date: **IDIS #:**
Agency Name: **PO #:**
Agency Address
Program Name: **Grant Year:** **Report Period:**
Program Description:
Prepared By: **Phone #:**
E-mail:

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	

2. Income Data - Unduplicated PERSONS Served View AMI Table

-- NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
TOTALS						

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served ?	Hisp ?	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											**0**	**0**
Black/African American											**0**	**0**
Asian											**0**	**0**
Amer. Indian/Alaskan Native											**0**	**0**
Native Hawaiian/Pacific Isl.											**0**	**0**
Amer. Indian/White											**0**	**0**
Asian/White											**0**	**0**
Black/White											**0**	**0**
Amer. Indian/Black											**0**	**0**
Other											**0**	**0**
TOTAL	**0**	**0**									**0**	**0**

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($25,000) WITH THE CITY OF MADERA, PUBLIC WORKS DEPARTMENT

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with the City of Madera, Public Works 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 the City of Madera, Public Works 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 2022/23 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 CITY OF MADERA - PUBLIC WORKS DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and CITY OF MADERA - PUBLIC WORKS 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 "B",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed $25,000 in fiscal year 2022-2023. 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 (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, 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 "B"** 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 "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "B."** 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 "A**" or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** 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 "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

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.
- $500,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and $500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates 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)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient 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 Subrecipient 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
//

Subrecipient 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 Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
CITY OF MADERA - PUBLIC WORKS DEPARTMENT
1030 s gateway dr
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts

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

[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 as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

CITY OF MADERA - PUBLIC WORKS DEPARTMENT :

By: _____
City of Madera - Public Works Department

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

FY 2022-2023 Budget
CITY OF MADERA - PUBLIC WORKS DEPARTMENT
City of Madera - Public Works Department

Budget Line Item	Madera
Personnel Lines needed: 000	
Benefits	
Taxes	
Subtotal Personnel	$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	$25,000
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 0	
Subtotal Non-Personnel	$25,000.00
Total Personnel & Non-Personnel	$25,000.00
Indirect Costs	
TOTAL	$25,000.00
Number of Persons Served:	
Cost per Individual	

Choose Font: 20

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Capital Project/Public Improvements
Legal Name of Organization:	City of Madera - Public Works Department
Name of Project: Beautification Project	
Street Address/Service Area of Project:	City Wide
City: Madera	Zip: 93638
Amount Requested for this Project:	$25,000
Amount of Leveraged Funds Available for this Project:	$0

Mailing Address:	1030 s gateway dr
City: Madera	Zip: 93638
Grant Administrator :	Title:
Phone: 15596754246	Email: dfoss@madera.gov
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: HGAUD831PLK1	Federal EIN/TIN Number:
Program/Project Administrator: Daniel Foss	Title: Public Works Director
Phone: 15596754246	Email: 1030 S. Gateway Dr.
Type of Entity/Organizational Structure City Department/Public Agency	
Brief Project Description(50 Words Max):The city will be requesting funding for paint to remove graffiti within the city limits and more specifically in our low moderate income neighborhoods on the east side and downtown areas.	

CDBG CAPITAL PROJECTS/PUBLIC IMPROVEMENTS APPLICATION

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, attach diagram of the area in the attachments section):
Project is based on graffiti removal within low moderate income neighborhoods in the city. The anticipated accomplishment is to clean the city of any and all graffiti.

2. Need (Explain why project is needed.)
There is a need for this project since graffiti with the city if on the rise and so is the price of paint needed to remove the graffiti.

3. Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
There are no other sources of funding.

4 Timetable (assuming a start date of July 1, 2022). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment in the Attachments section)
Our starting date will be July 1, 2022 and we very well could meet our goals in a year. We don't necessarily have any milestones other than a visual improvement of the city with less graffiti.

5. What measurable goals will your program deliver?
Measurable goals will be a decrease in citizen complaints of graffiti and an enhanced visual aesthetic within our low moderate income neighborhoods

6. What are the project's expected outcomes? How are the outcomes assessed?
The expected outcome is a removal of all graffiti in our low moderate income neighborhoods. This can be assessed via drives around these areas and a decrease in complaints of graffiti from citizens.

7. Mark the box below that indicates the national objective met:

◉ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

◉ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Click Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

○ **LMC-Limited Clientele.** 570.208(a)(2).

- ○ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.
  - ○ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:
    - ○ Abused children
    - ○ Battered spouse
    - ○ Ederly persons (62 years of age or older)
    - ○ Illiterate persons
    - ○ Migrant farm workers
    - ○ Handicapped individuals
    - ○ Homeless persons
    - ○ Persons with AIDS
  - ○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
  - ○ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.
- ○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meetig the definition of "severely disabled."
- ○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
- ○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less

than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

- ○ **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.
- ○ **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.
For addressing Slum or Blight on an area basis, please Click Here for the regulations and criteria.
○ **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?
It addresses-Downtown Revitalization: Promote the comprehensive revitalization of
downtown Madera. And also addresses strategy 134-Visual Standards.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure? 50 years

b. Will this project affect an historically significant (or potentially historic) structure?

no

2. Archeological:

a. Will this project involve any ground disturbance?

no

b. Will this project affect an historically significant (or potentially historic) structure?

no

3. Water:

is project involve a sewer or water system?

no

D. PROGRAM ELIGIBILITY:

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

Primarily benefits low and moderate-income persons:
a. Number of persons served annually: 60000

b. Service Area: City Wide
Number of City residents served annually: 60,000
Number of persons with disabilities or seniors served annually: 10,000

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

E. CITIZEN PARTICIPATION:
Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?
Include documentation of support for the proposal such as meeting minutes, letters and petitions.
We haven't taken anything to council regarding public participation. We do get calls from the citizens regarding graffiti and we encourage them to call any time they see graffiti within the city limits.

2. Note complaints that have been received, etc.
We get a mix of complaints. More so complaining of the graffiti.

3. Provide evidence of collaboration with other agencies within the community.
City does not collaborate with other agencies for this job

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: rosalind cox	Title:director of faciities, planning, and construction
Company/Agency Madera Unified School District	Tel. Number: 559-675-4548
Email Address: rosalindcox@maderausd.org	

Name: isabel guzman	Title: principal
Company/Agency Thomas Jefferson Middle School	Tel. Number: 559-474-0271
Email Address: isabelguzman@maderausd.org	

Name: alan gilmore	Title: public health program manager
Company/Agency Madera County Public Health	Tel. Number: 559-675-7893
Email Address: alan.gilmore@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 22 times a year
What was the average number of Board members attending meetings last year? 7
Based on the bylaws, what is the minimum and maximum number of seats on the Board?
Minimum: 4 Maximum: 7
Date of Incorporation: n/a

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supportingdocumentation.
n/a
How often are financial records audited, and by whom?
annually
Are the treasurer and/or other financial officers bonded? ○

Yes ◉ No

If so, for how much?

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

n/a

List any outstanding obligations:

n/a

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 000			
Benefits			$0
Taxes			$0
Subtotal Personnel	$0	$0	$0
Non-Personnel			
Move-In Assistance			$0
Supplies & Materials	$25,000		$25,000
Equipment			$0
Communications			$0
Meetings & Convenings			$0
Travel & Transportation			$0
Training			$0
Consulting			$0
Evaluation			$0
Other Lines needed: 0			
Subtotal Non-Personnel	$25,000	$0	$25,000
Total Personnel & Non-Personnel	$25,000	$0	$25,000
Indirect Costs			$0
TOTAL	$25,000	$0	$25,000
Proposed # of Persons Served:	10,000		
Cost per Individual	$3		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment	Link or Explanation for Missing Attachments
▢ Articles of Incorporation and Bylaws	
▢ Organization Chart	
▢ Non-Profit Determination Letters, IRS & State (501.3.c)	
▢ Most Recent Financial Statements	
▢ Most Recent Audit & Findings, if any	
▢ Program Intake Policies	
▢ Client Intake Form	
▢ Diagram of Area	
▢ Timeline	
▢ Other -	
▢ Other -	

Submitted By:	Adam Gonzales
Date Signed	05/26/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022

Initially submitted: May 26, 2022 - 15:47:05

Exhibit C

City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Program:
Agency:

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT
PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date: **IDIS #:**
Agency Name: **PO #:**
Agency Address
Program Name: **Grant Year:** **Report Period:**
Program Description:
Prepared By: **Phone #:**
E-mail:

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	

2. Income Data - Unduplicated PERSONS Served View AMI Table

-- NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
TOTALS						

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served ?	Hisp ?	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											**0**	**0**
Black/African American											**0**	**0**
Asian											**0**	**0**
Amer. Indian/Alaskan Native											**0**	**0**
Native Hawaiian/Pacific Isl.											**0**	**0**
Amer. Indian/White											**0**	**0**
Asian/White											**0**	**0**
Black/White											**0**	**0**
Amer. Indian/Black											**0**	**0**
Other											**0**	**0**
TOTAL	**0**	**0**									**0**	**0**

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: C-3

SUBJECT:

Public Hearing To Consider Declaration of Nuisances and Abatement Order for Overgrown Weeds

RECOMMENDATION:

Conduct a Public Hearing to consider any objections to the proposed removal of overgrown weeds and Adopt a Resolution ordering the abatement of weed nuisances in the City

SUMMARY:

The City's weed abatement program exists to address safety issues pertaining to overgrown weeds by administering and enforcing a schedule for removal. Each spring, owners of vacant parcels are notified of their responsibility to remove overgrown weeds in a timely manner. This program plays a crucial role in maintaining the City's health and safety by mitigating the spread of potential fires and by enhancing the community's aesthetic appeal.

Staff has surveyed the City and compiled an inventory of vacant lots that contain overgrown weeds. Upon initial inspection, 355 properties were found in violation. Of those properties, 27 remain in violation. Staff is seeking Council's authorization to abate the properties remaining in violation of the City's Weed Abatement Ordinance.

DISCUSSION:

Weed and grass growth are considered light and flashy fuels, which are the first fuels to dry out and cause an increased risk of fire. These light and flashy fuels are dangerously susceptible to ignition sources. Fire brands, which are tiny pieces of brush or trees actively burning, can travel and ignite islands of fuel. Recently, the City's vulnerability has been demonstrated by the Fire Department's increase in calls for service related to fires.

The attachment referred to as Exhibit A provides a list of the twenty-seven parcels that remain in violation of the Madera Municipal Code Title III, Chapter 3-15. As required by City Code, property owners were notified by first class mail of the proposed weed abatement action and scheduled hearing. Additionally, notice of the public hearing was published by the City Clerk as required by law.

The City is entitled to cost recovery of all fees incurred for the weed abatement services. Fees would be recovered through a special assessment on the owner's property taxes. The special assessment is considered as a lien on the property. Applying the special assessment requires Council approval. If Council approves the removal of the overgrown weeds, staff will return at a later date with additional information regarding cost recovery.

FINANCIAL IMPACT:

Initially the City will incur all costs related to nuisance removal. As previously stated, the total cost may be recovered through the lien process provided Council approval. It is worth noting that staff anticipates costs to be relatively low as the City's average cost related to weed abatement for the last four years was $1,200.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- *Strategy 134* – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.
- *Strategy 137* – Code enforcement: promote sound redevelopment and code enforcement practices city-wide.
- *Action 201.3* – Enforce zoning and redevelopment codes and regulations.

ALTERNATIVES:

Council may elect to not approve the resolution; however, the overgrown weeds creating a fire and safety hazard at the five properties would remain. Additionally, the properties would continue to be in violation of the Municipal Code.

ATTACHMENTS:

1. Resolution
2. Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO ABATE WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA

WHEREAS, on January 7, 2015, the City Council adopted Ordinance 913 C.S. enacting weed abatement regulations and declaring weeds to be a nuisance (Madera Municipal Code Title III, Chapter 3-15); and

WHEREAS, the Ordinance establishes procedures for the abatement of weeds constituting nuisances; and

WHEREAS, the parcels of land listed on Exhibit "A" attached hereto have been inspected; and

WHEREAS, at the time of inspection the parcels were found to be in violation of Madera Municipal Code § 3-15.01; and

WHEREAS, the properties are declared a public nuisance; and

WHEREAS, at the time of reinspection, non-compliant parcels were issued administrative citations; and

WHEREAS, each property owner was notified by mail of the proposed weed abatement action on respective properties and advised them of the date and time for a public hearing on the matter; and

WHEREAS, a public hearing was noticed for July 6, 2022, and has been rescheduled to July 20, 2022; and

WHEREAS, each property owner was notified by mail of the new date for the public hearing; and

WHEREAS, the City Clerk posted notice of the hearing as required by the Municipal Code; and

WHEREAS, following a public hearing to be called, all charges incurred by the City for the weed abatement services will be included as a special assessment to be collected along with regular property taxes levied against the respective lots and parcels of land; and are considered liens against these properties.

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

1. The above recitals are true and correct.

2. After conducting a public hearing, the Council finds the City has followed all procedures required under Title III, Chapter 15 of the Madera Municipal Code and further finds as follows:

    a. Property owners listed on Exhibit A have been duly noticed by Notice of Violation Declaring Public Nuisance which included a description of the property, description of violations, date for correction, and of this public hearing, and that City Council may authorize abatement at the sole cost of property owner for failure to correct.

    b. The non-compliant properties constitute a public nuisance.

3. The City Manager or their Designee are hereby authorized to take necessary steps to cause the abatement of the properties listed in Exhibit “A”.

4. This resolution is effective immediately upon adoption.

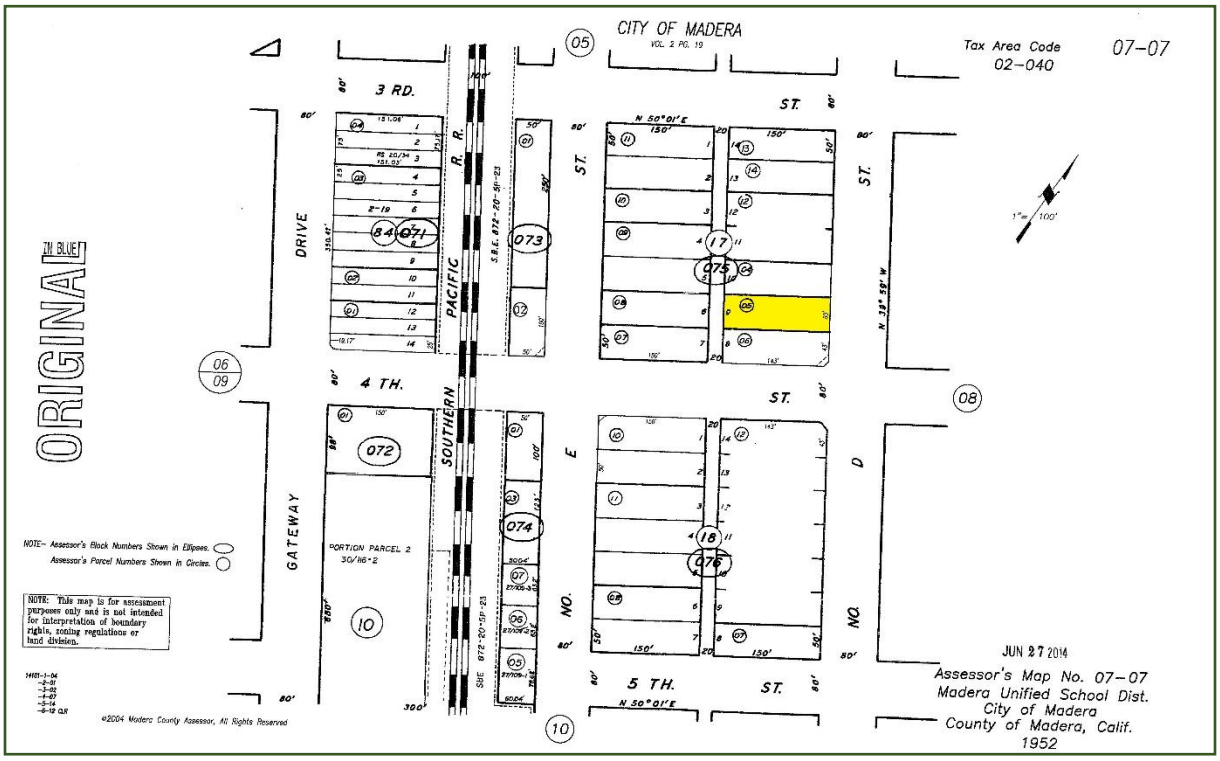
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EXHIBIT A

Location	APN	Property Owner	Case Number
304 North D Street	007-075-005	Romero Moises	22M-05218
Vacant Parcel 008-142-034	008-142-034	Parkhar Singh Dev Co Inc	22M-05238
1417 East Yosemite Avenue	008-143-023	Bertha Delgado	22M-05235
417 South C Street	011-022-011	Romero Mosies JL Reyes	22M-05240
Vacant Parcel 011-074-013	011-074-013	Romero Moises	22M-05258
Vacant Parcel 011-074-014	011-074-014	Romero Moises	22M-05259
Vacant Parcel 011-074-015	011-074-015	Romero Moises	22M-05260
Vacant Parcel 011-074-016	011-074-016	Romero Moises	22M-05261
Vacant Parcel 011-074-017	011-074-017	Romero Moises	22M-05262
Vacant Parcel 011-074-018	011-074-018	Romero Moises	22M-05263
Vacant Parcel 011-074-019	011-074-019	Romero Moises	22M-05264
724 South A Street	011-123-006	Helen Woods	22M-05241
728 South A Street	011-123-007	Helen Woods	22M-05245
1101 South A Street	011-233-009	Manuel Mendoza Inc	22M-05252
Vacant Parcel 004-101-016	004-101-016	Henry Junior Garcia (TE)	22M-05217
619 West Yosemite Avenue	010-081-008	Arain Mohammad Afzal/ Zubaida Afzal	22M-05243
121 North N Street	010-072-010	Ohan Ohan	22M-05247
Vacant Parcel 006-511-055	006-511-055	Fernandez Danny/Fernandez Maria	22M-05251
Vacant Parcel 013-160-005	013-160-005	Dewayne Zinkin Family Partnership	22M-05255
Vacant Parcel 013-160-016	013-160-016	Dewayne Zinkin Family Partnership	22M-05256
Vacant Parcel 013-200-012	013-200-012	McIntyre Edward J/McIntyre Gail	22M-05268
Vacant Parcel 013-200-013	013-200-013	McIntyre Edward J/McIntyre Gail	22M-05269
Vacant Parcel 013-200-015	013-200-015	McIntyre Edward J/McIntyre Gail	22M-05287
1007 Emily Way	012-253-002	RAI Family LTD PTP	22M-05232
Vacant Parcel 012-260-003	012-260-003	RAI Family LTD PTP	22M-05234
1034 Barnett Way	012-270-002	RAI Family LTD PTP	22M-05236
1004 Barnett Way	012-270-001	RAI Family LTD PTP	22M-05237

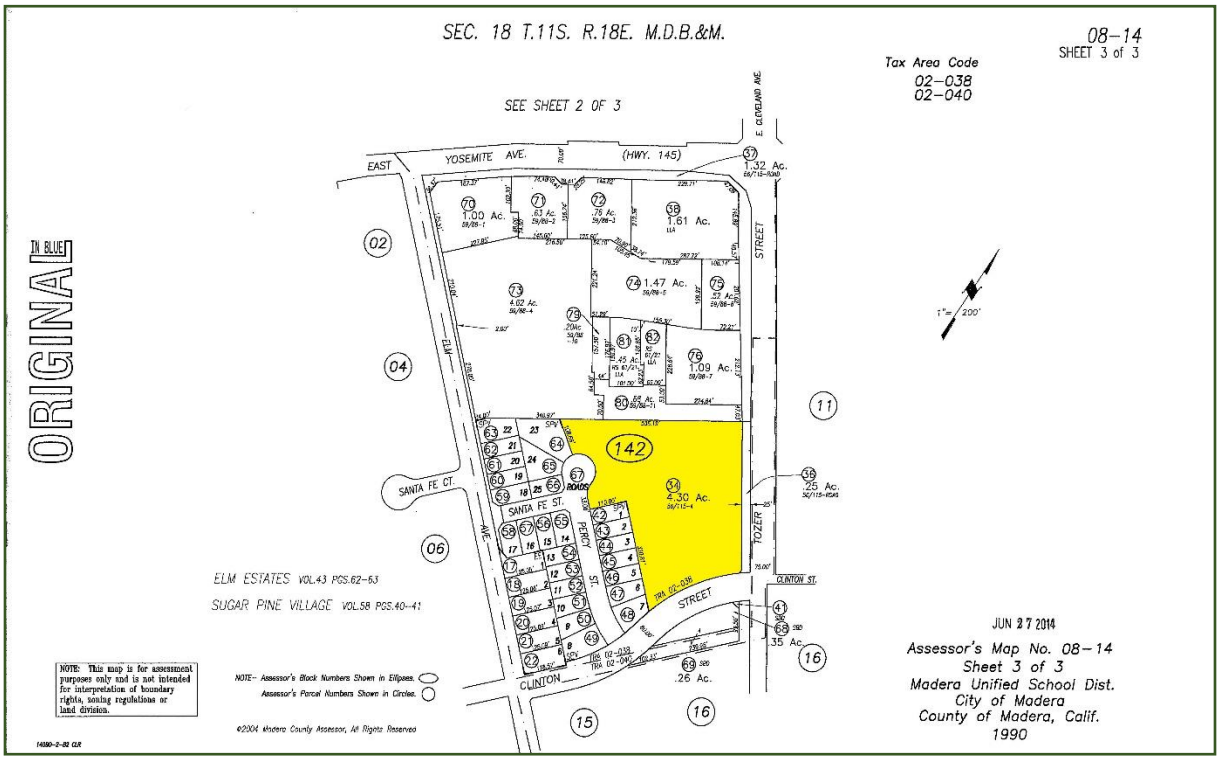
304 North D Street





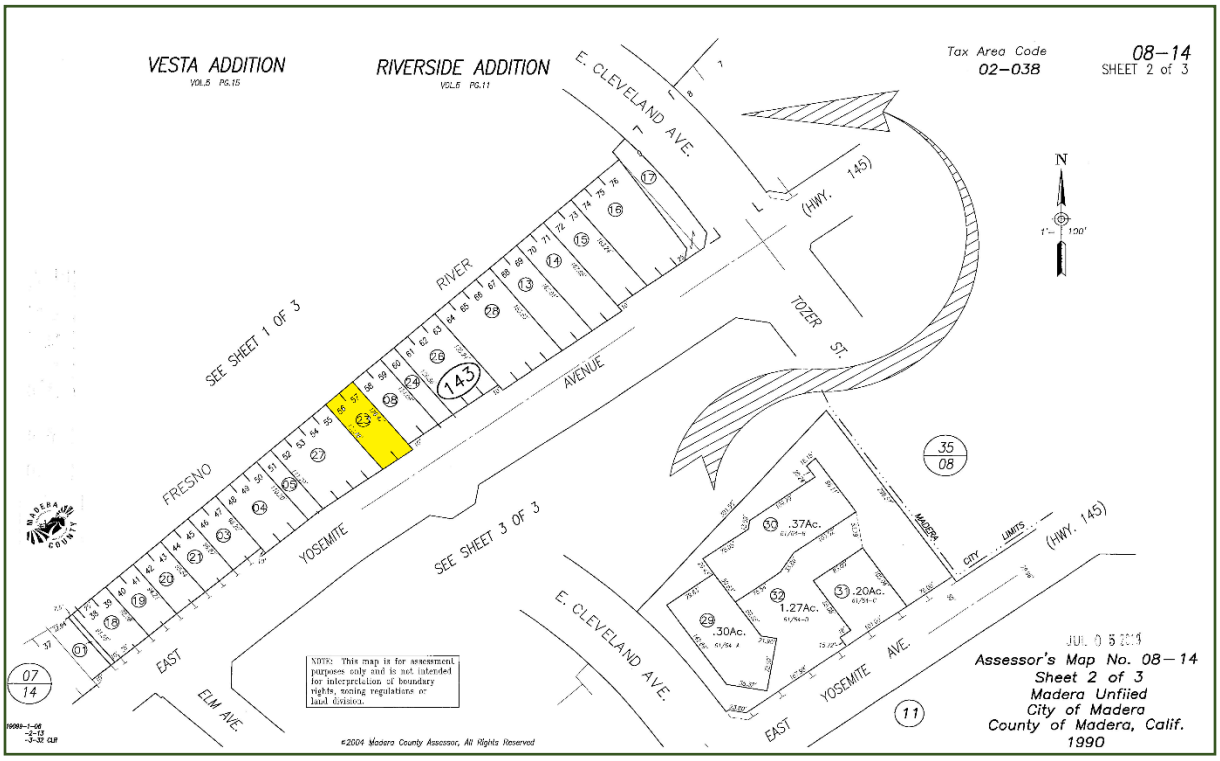
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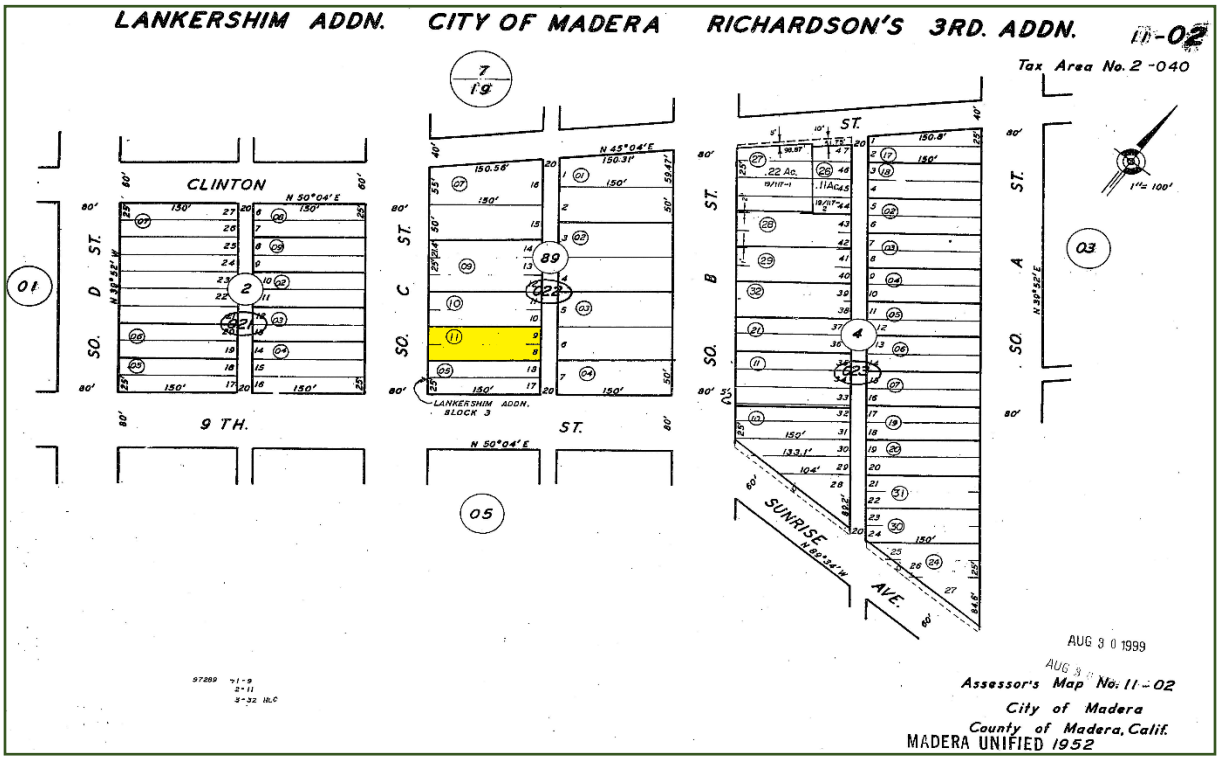
1417 East Yosemite Avenue





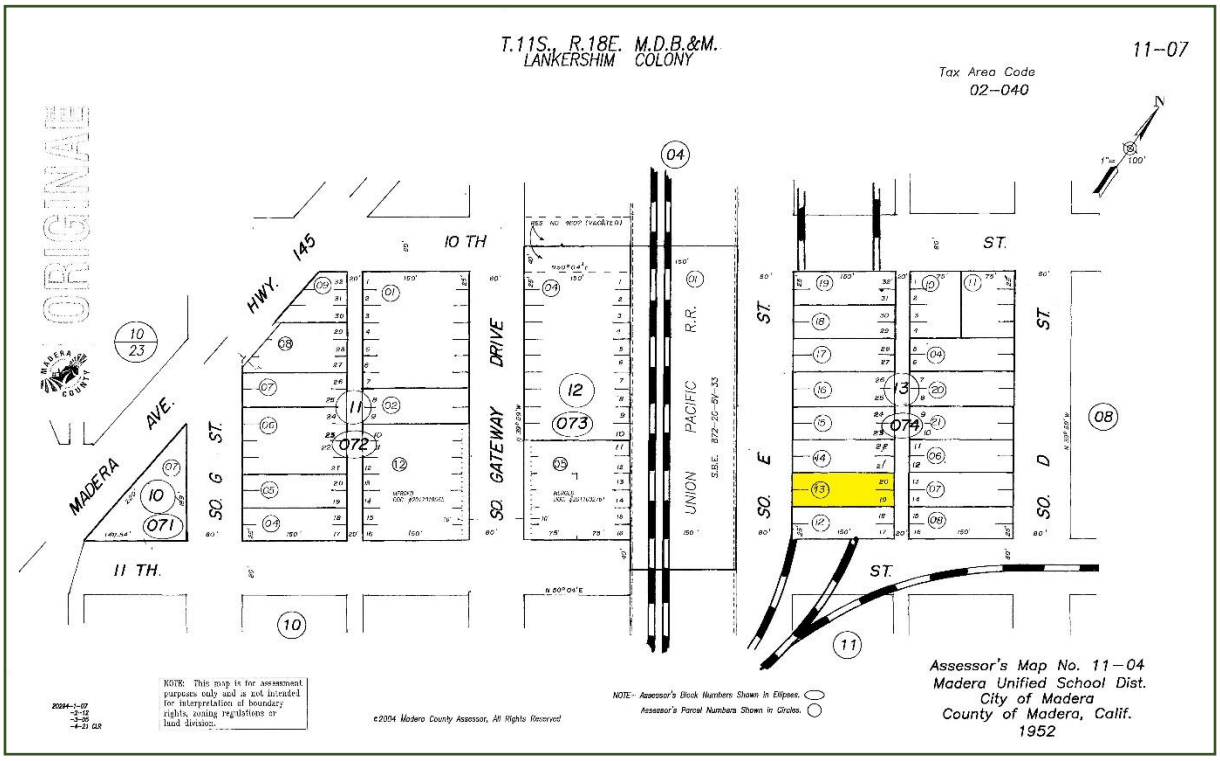
417 South C Street





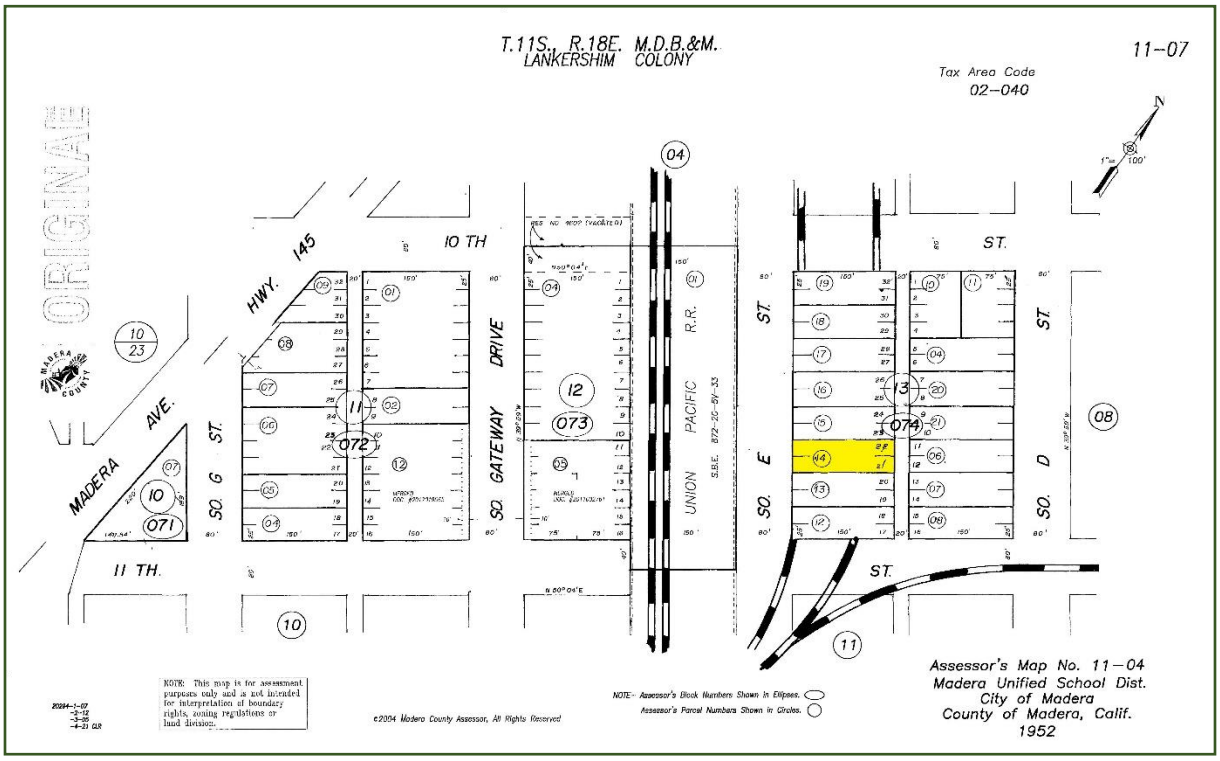
Vacant Parcel 011-074-013





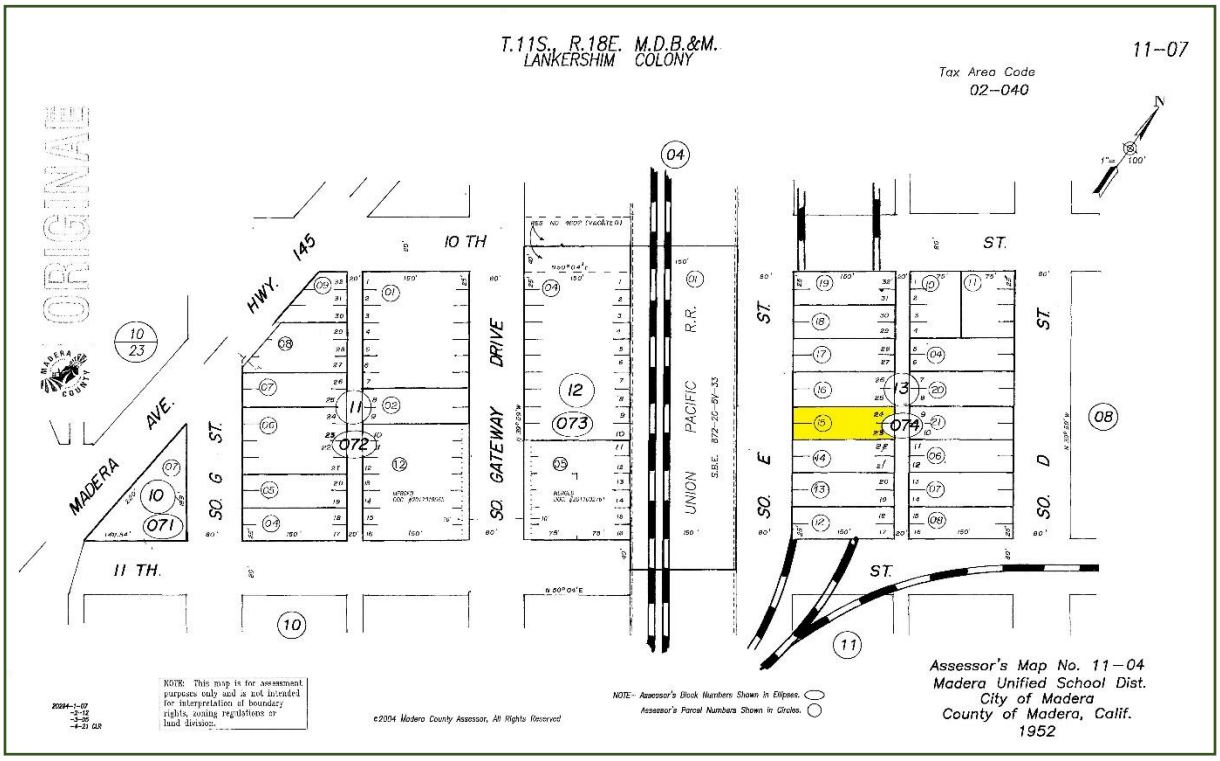
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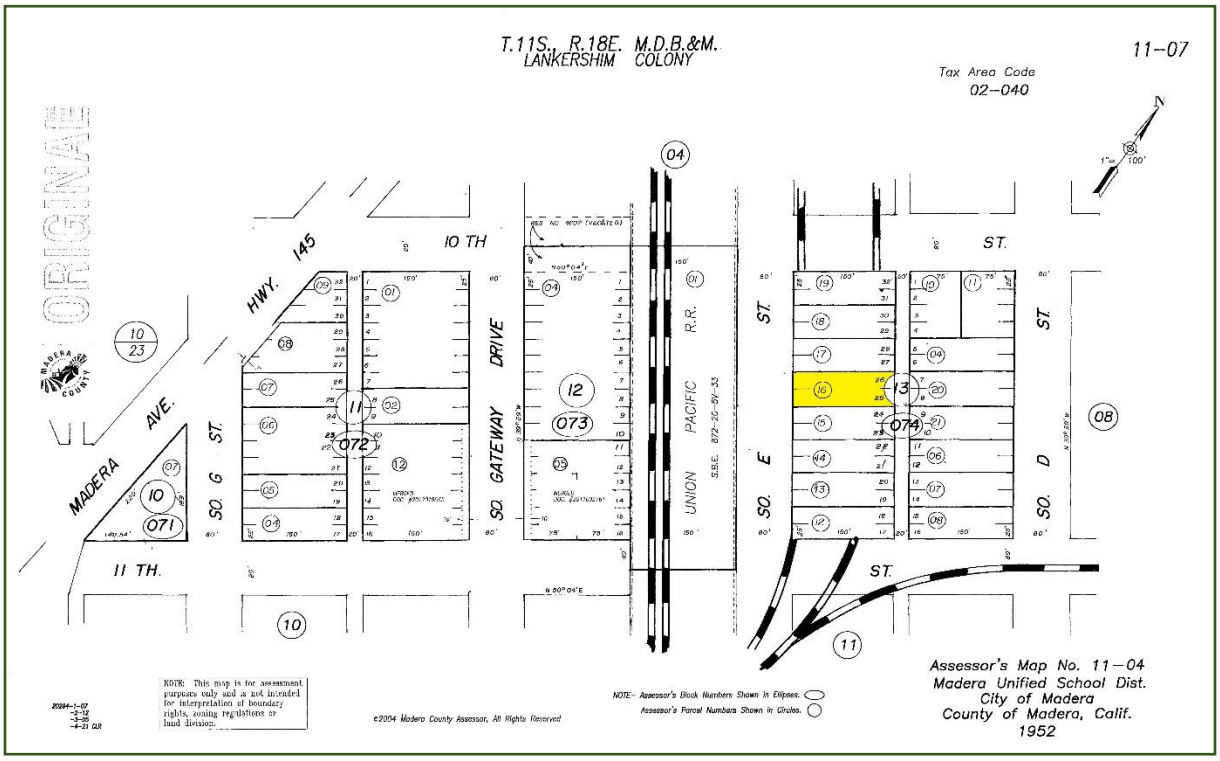
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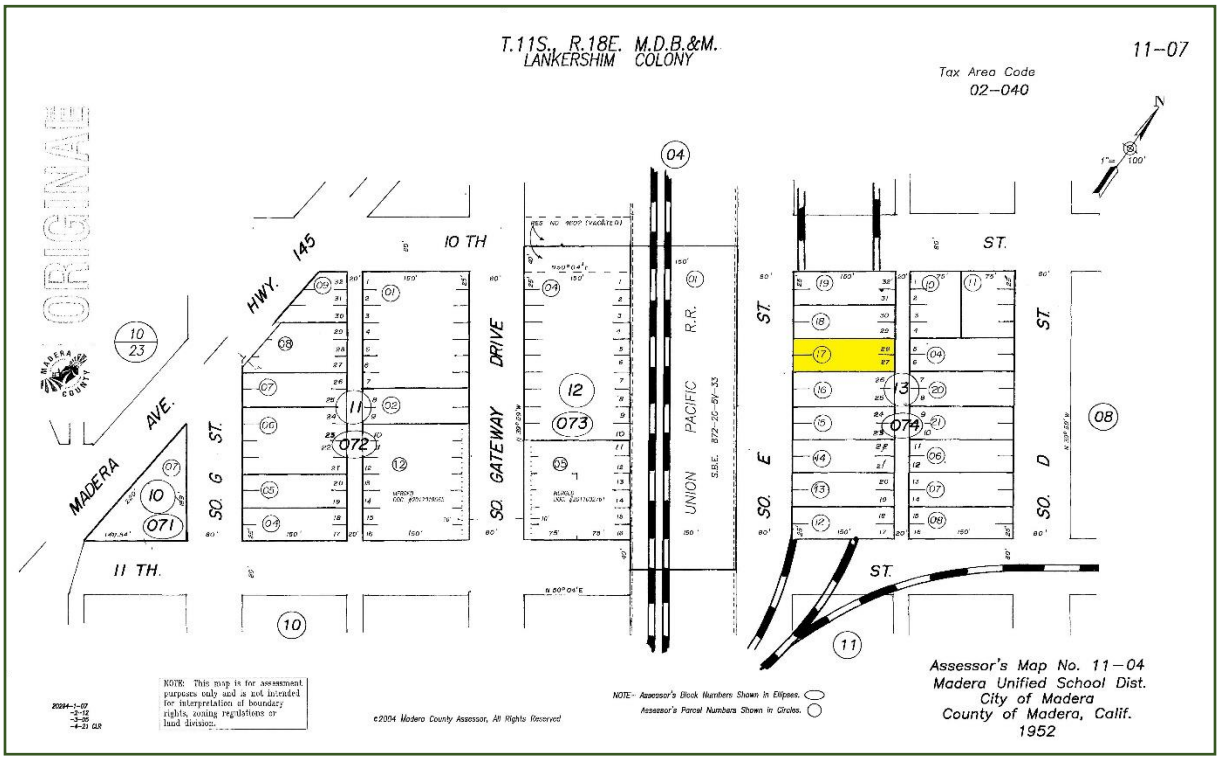
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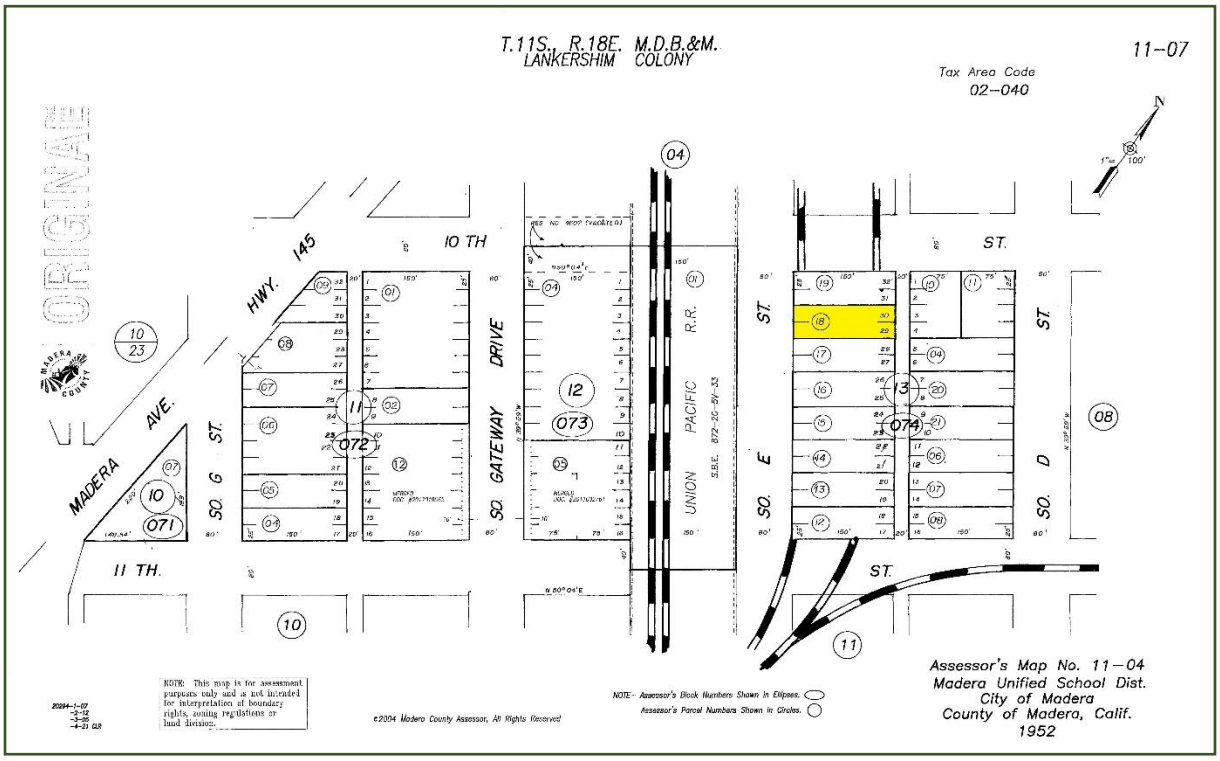
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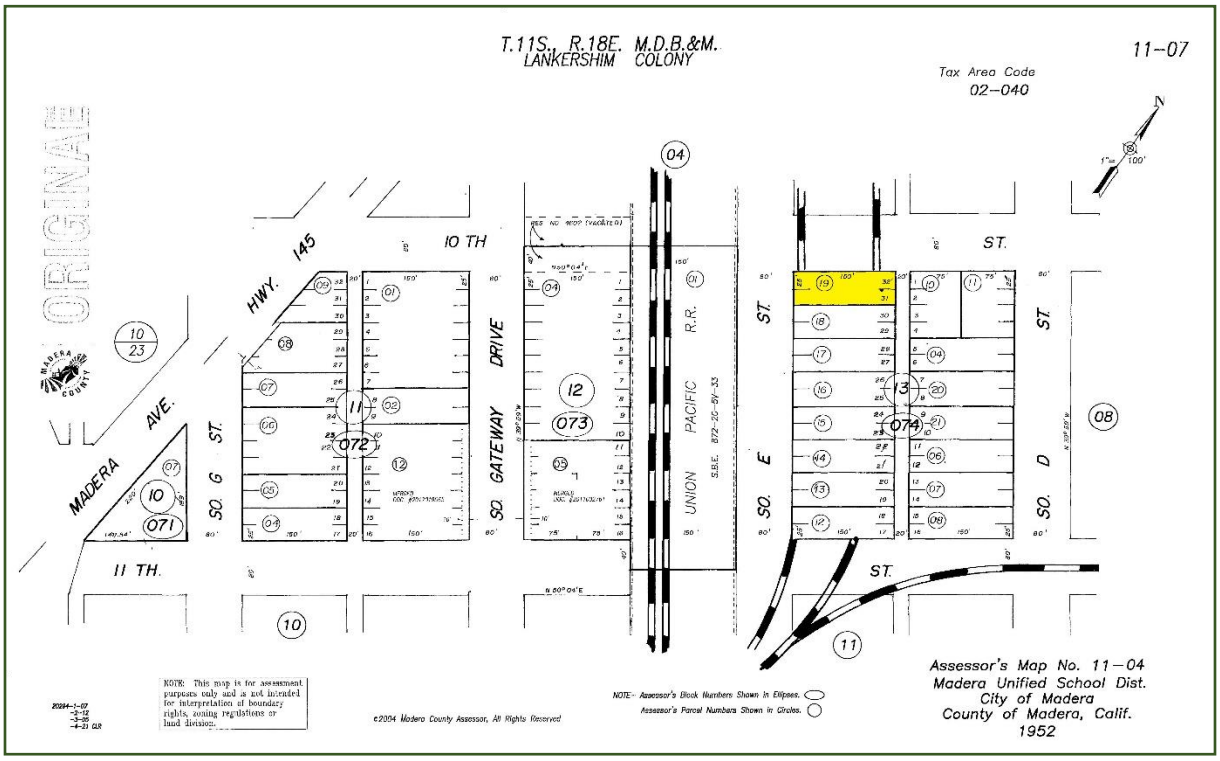
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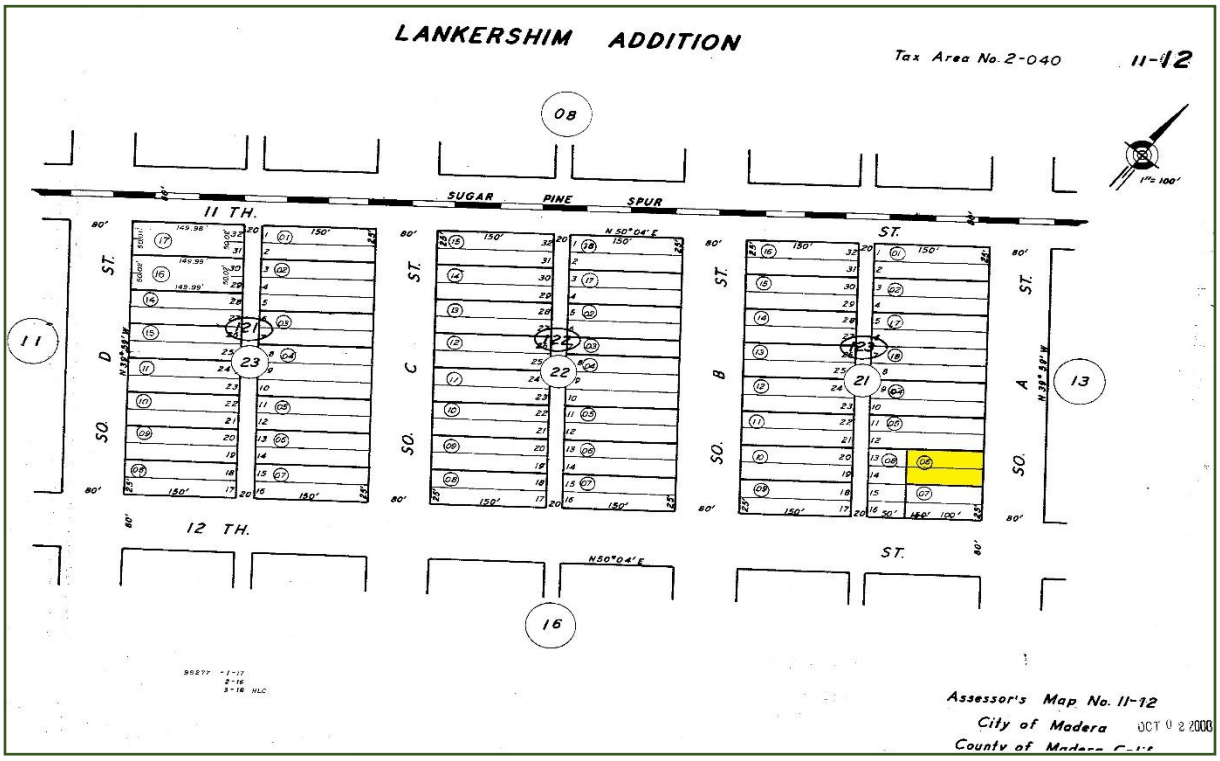
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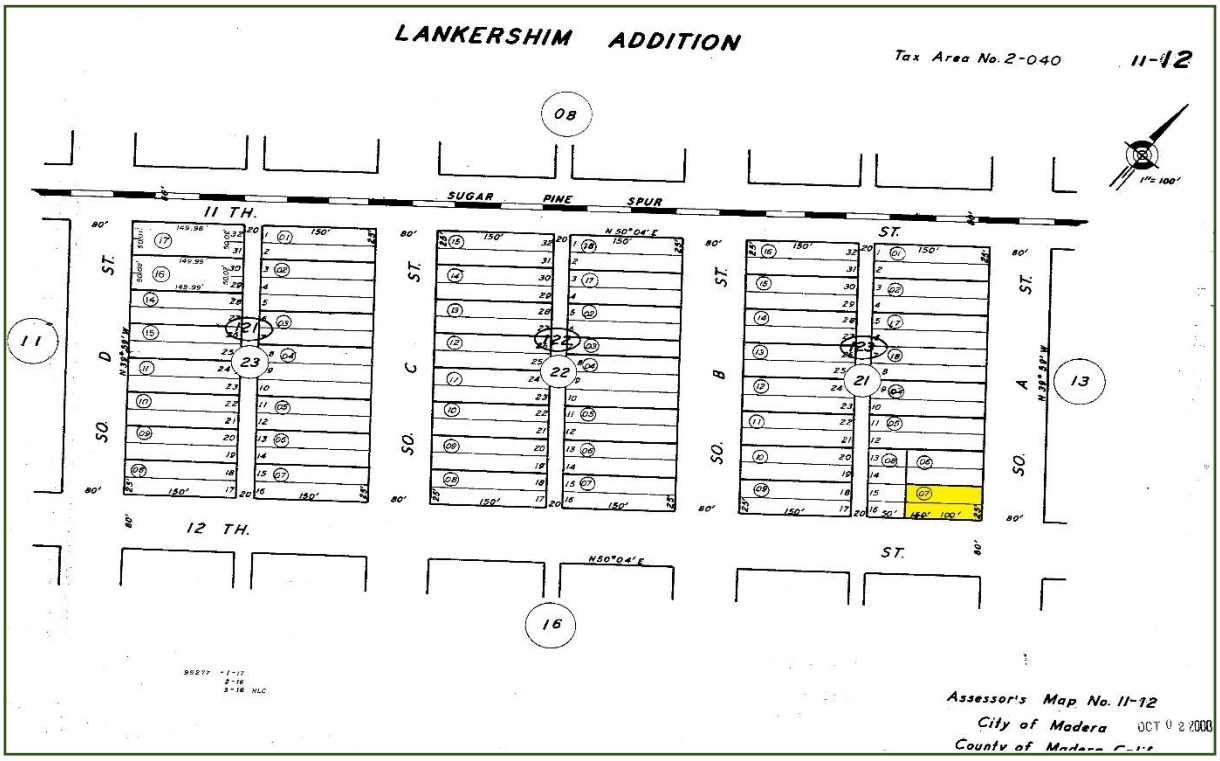
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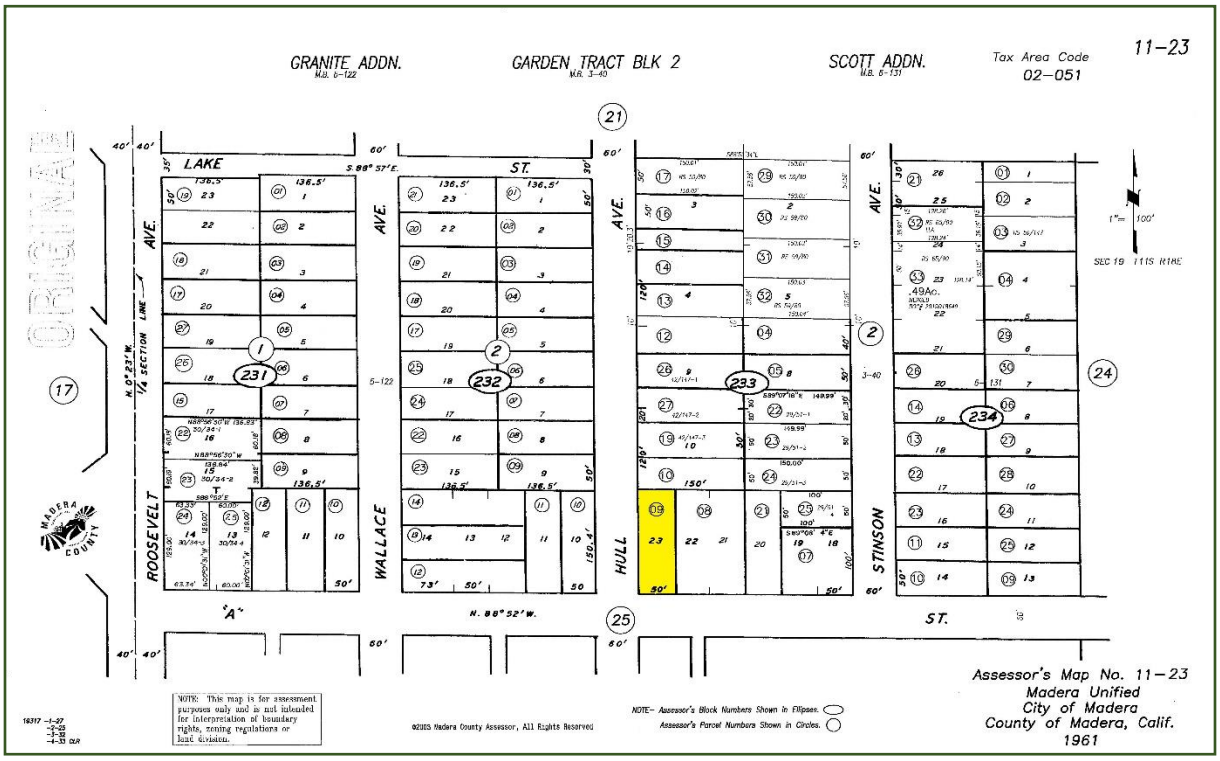
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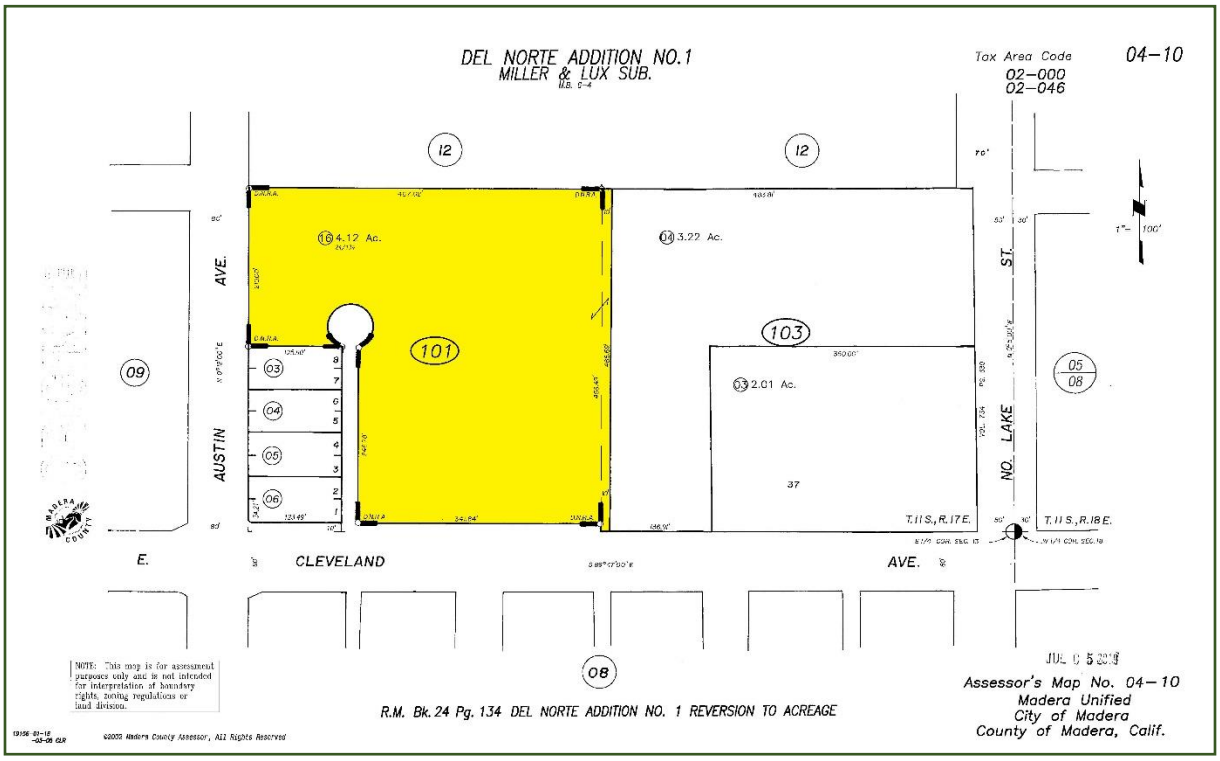
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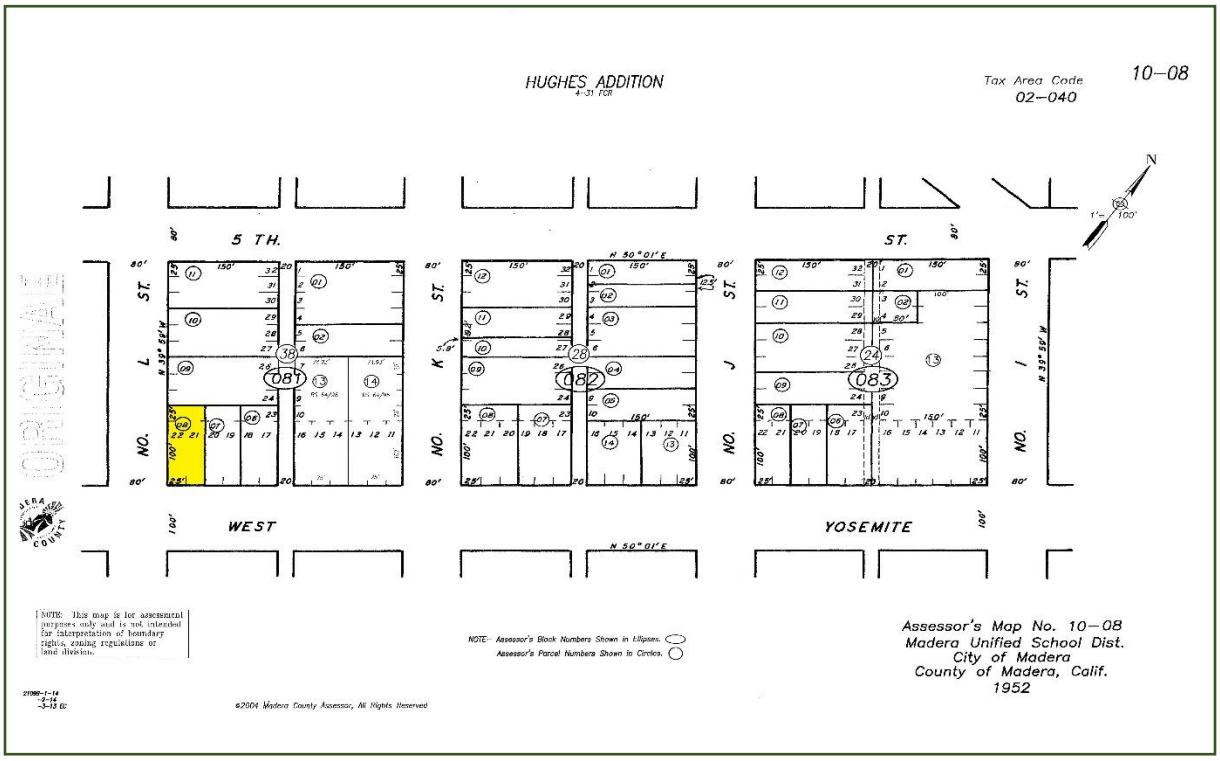
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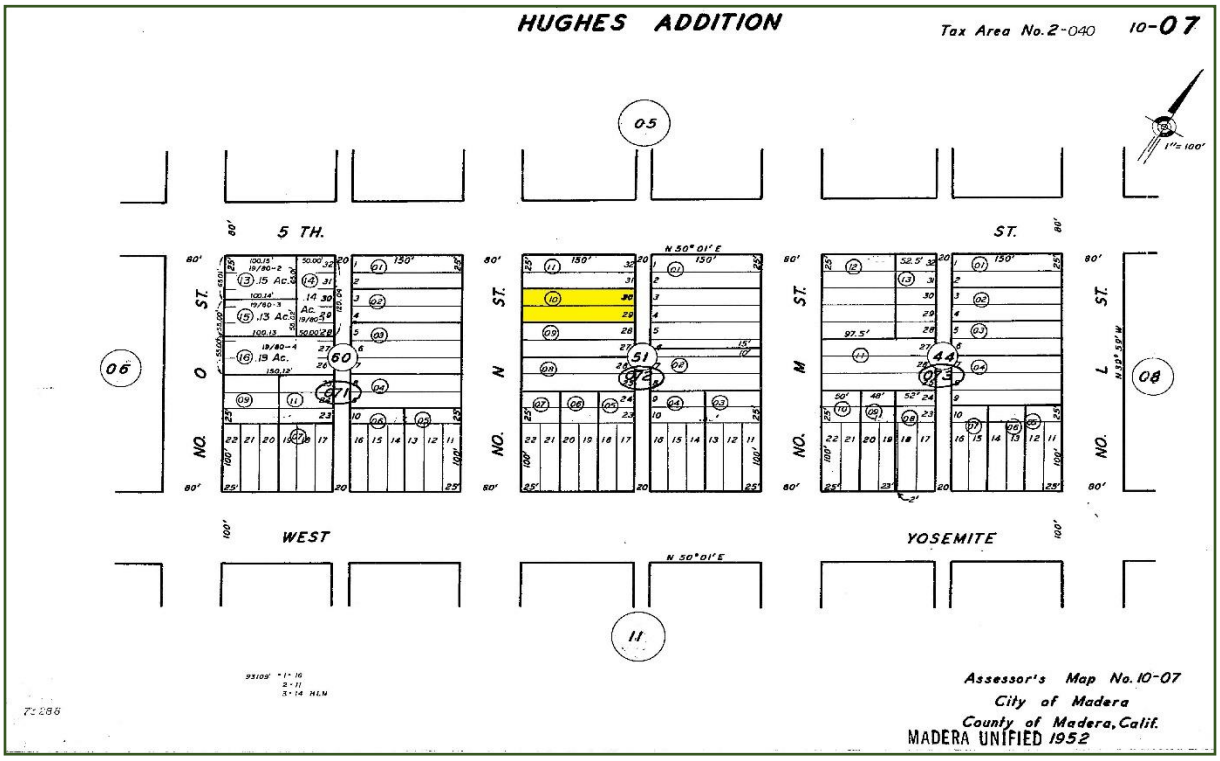
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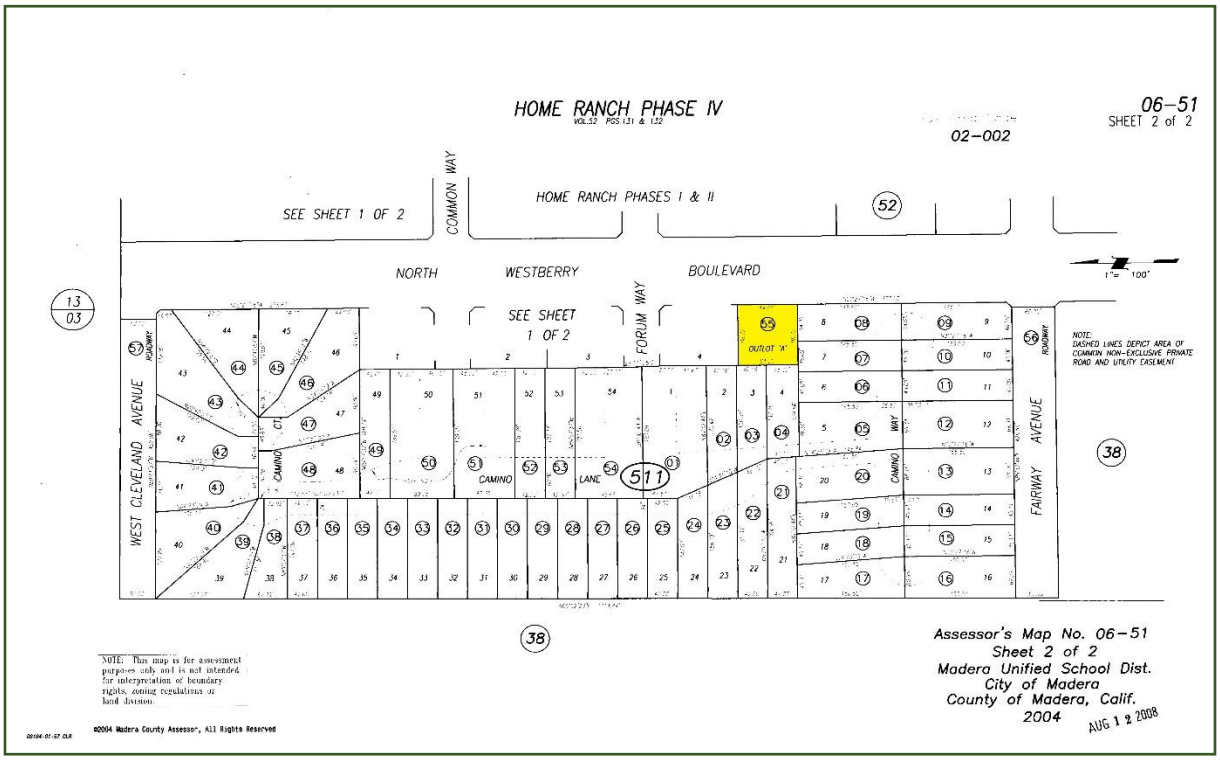
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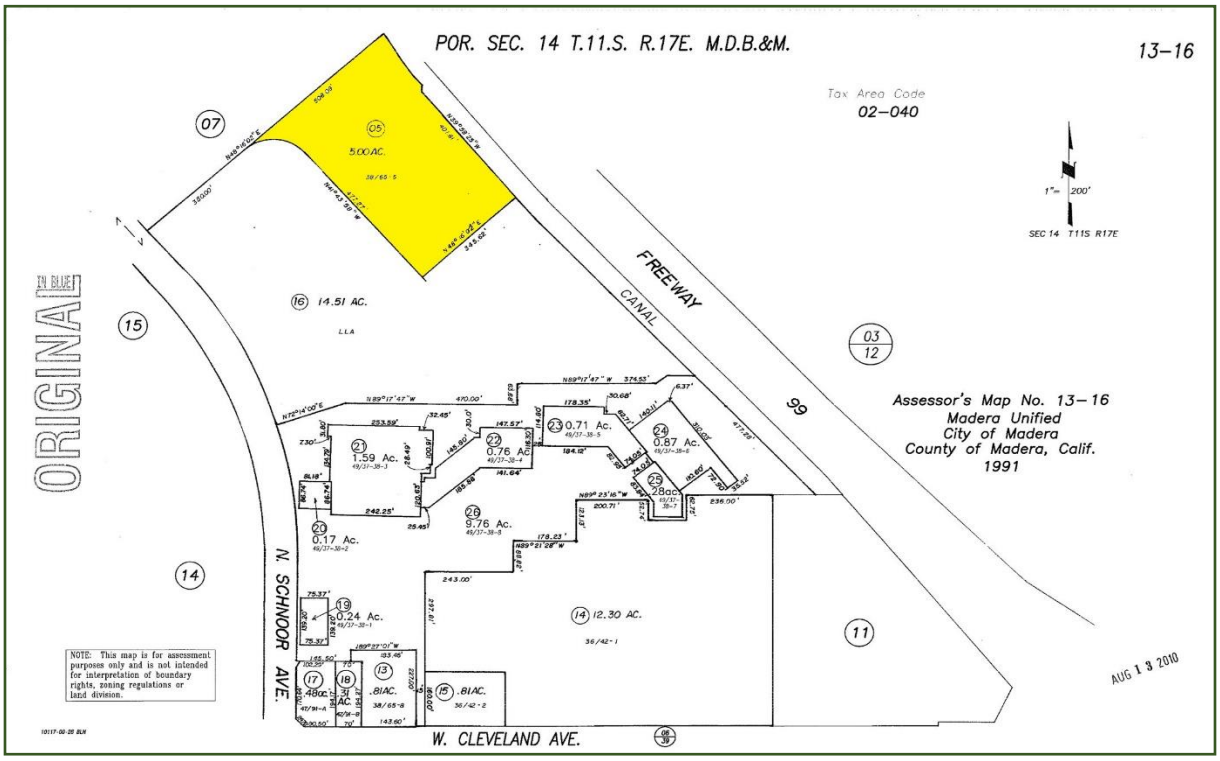
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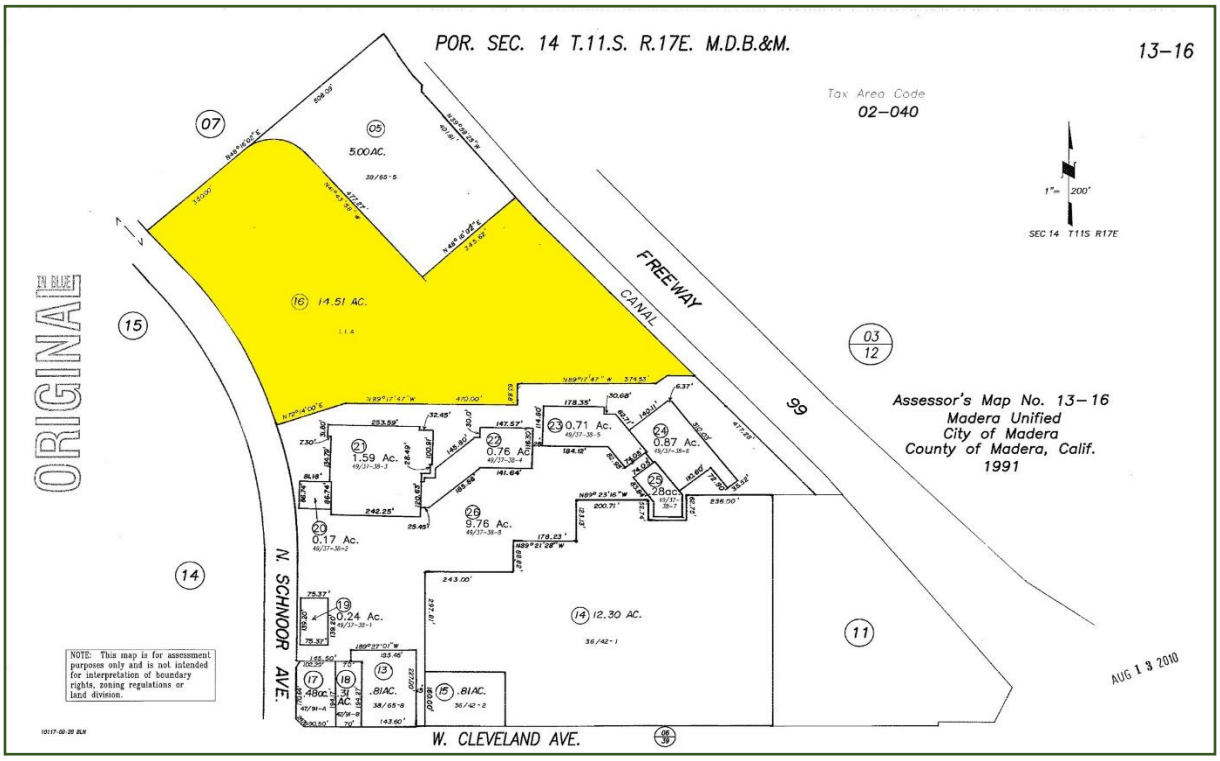
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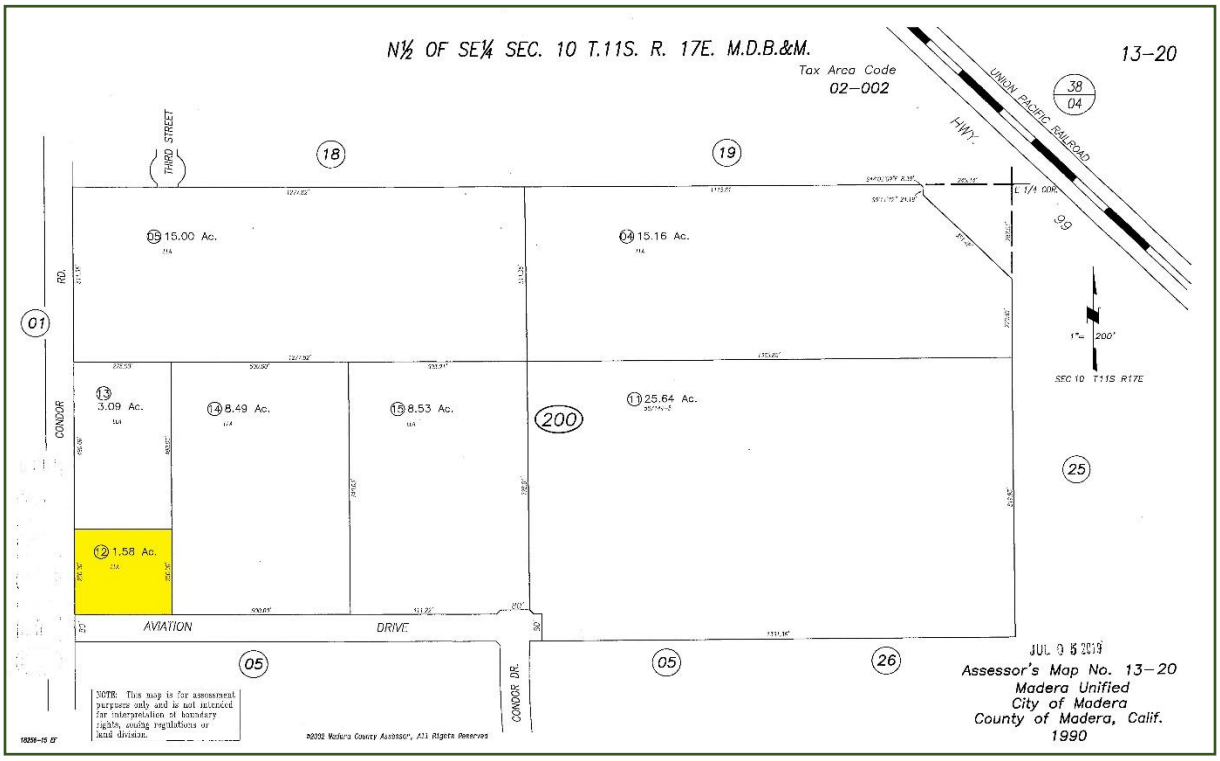
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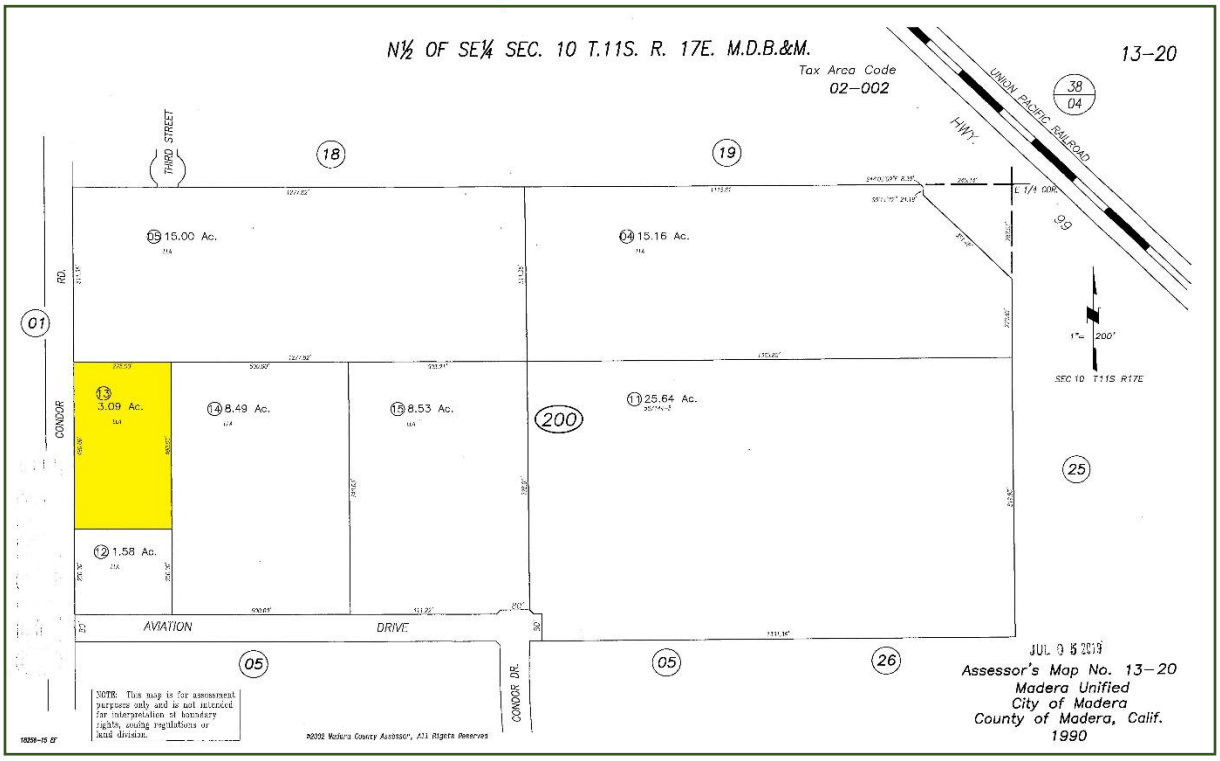
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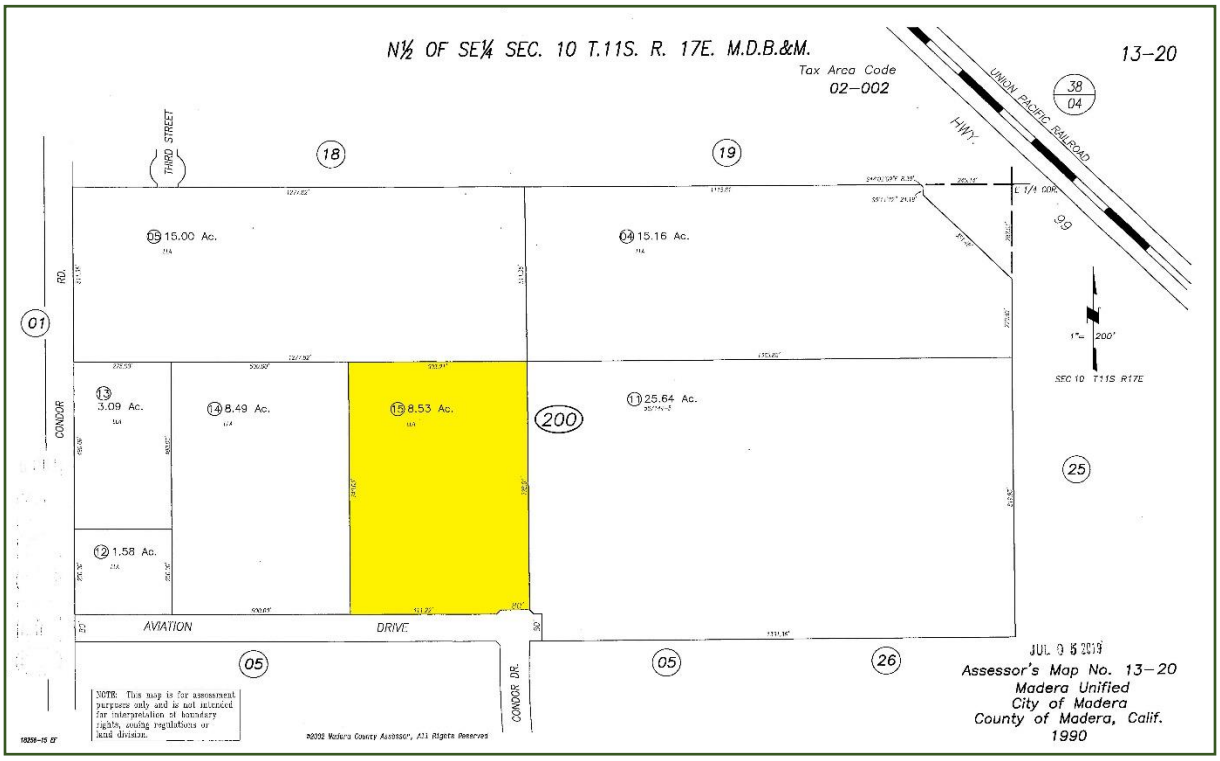
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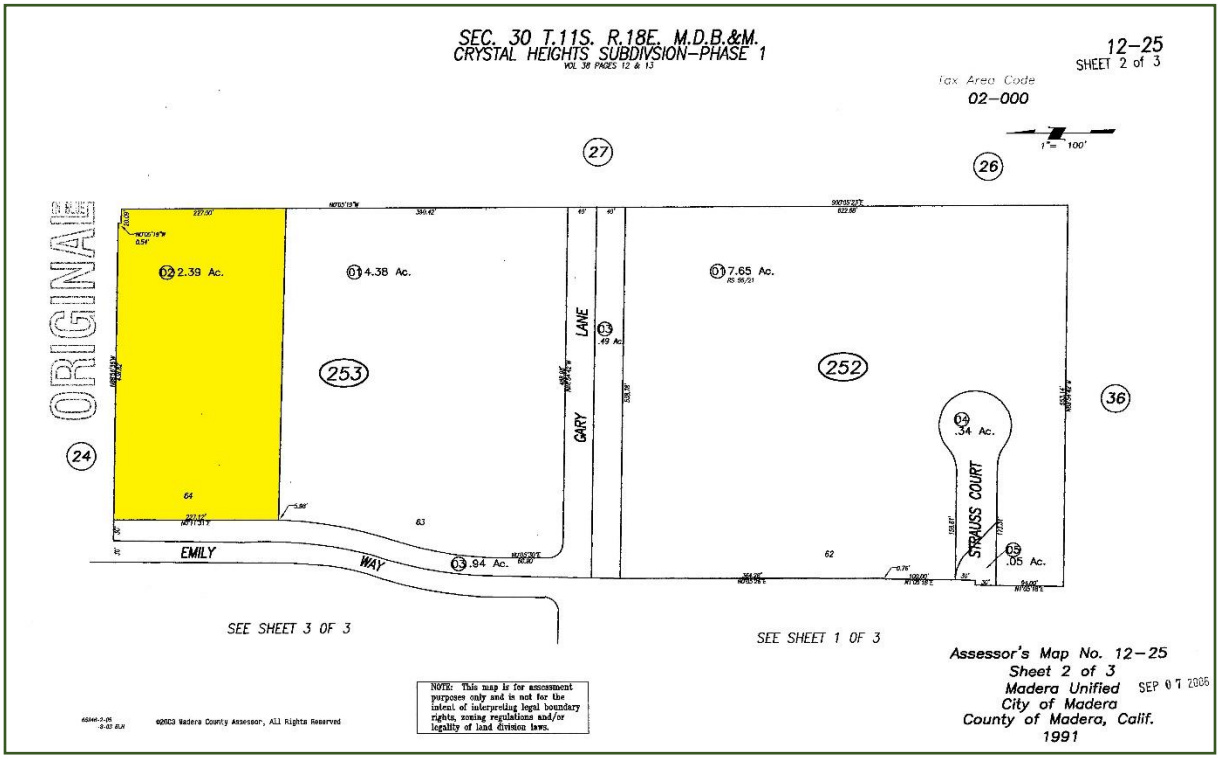
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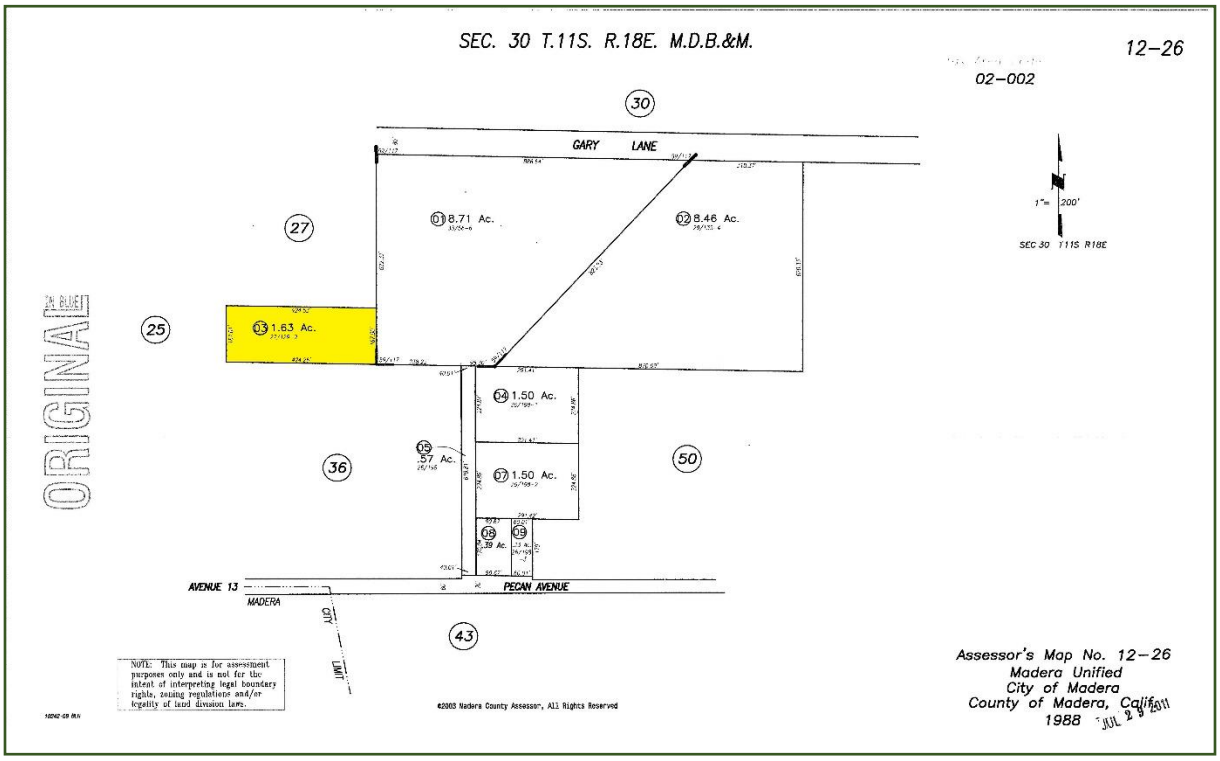
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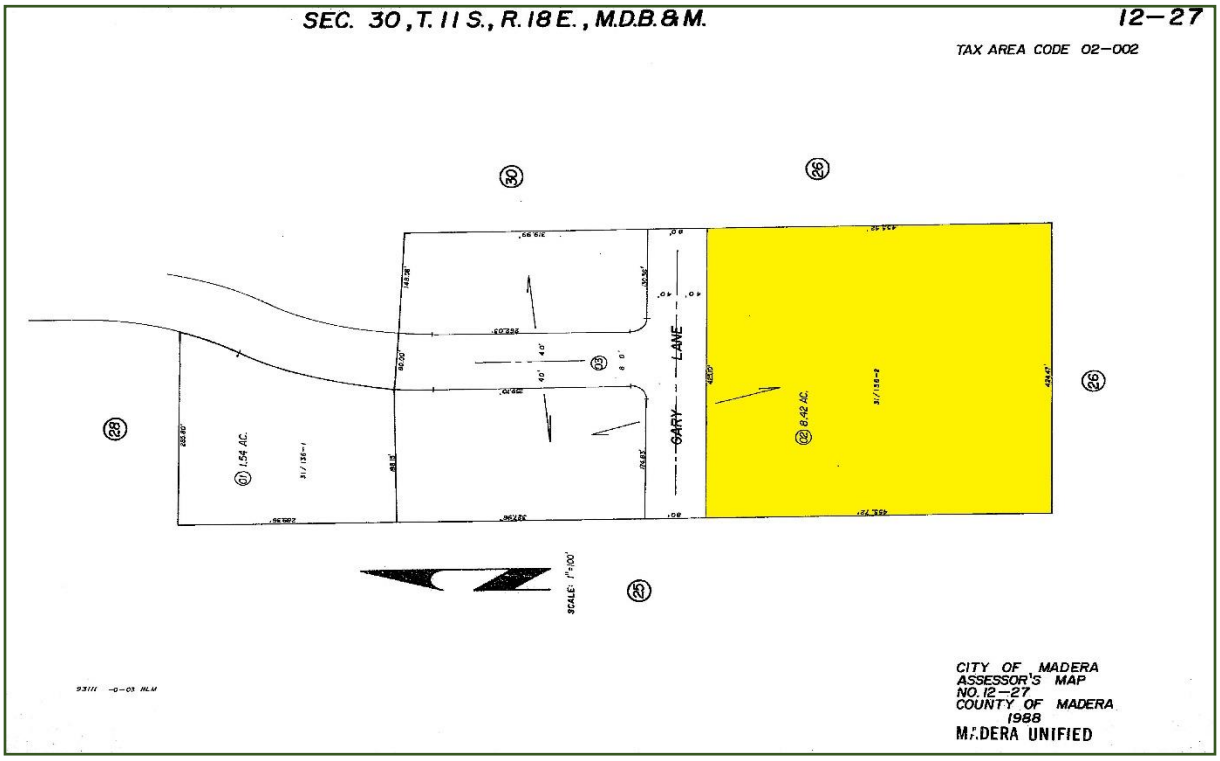
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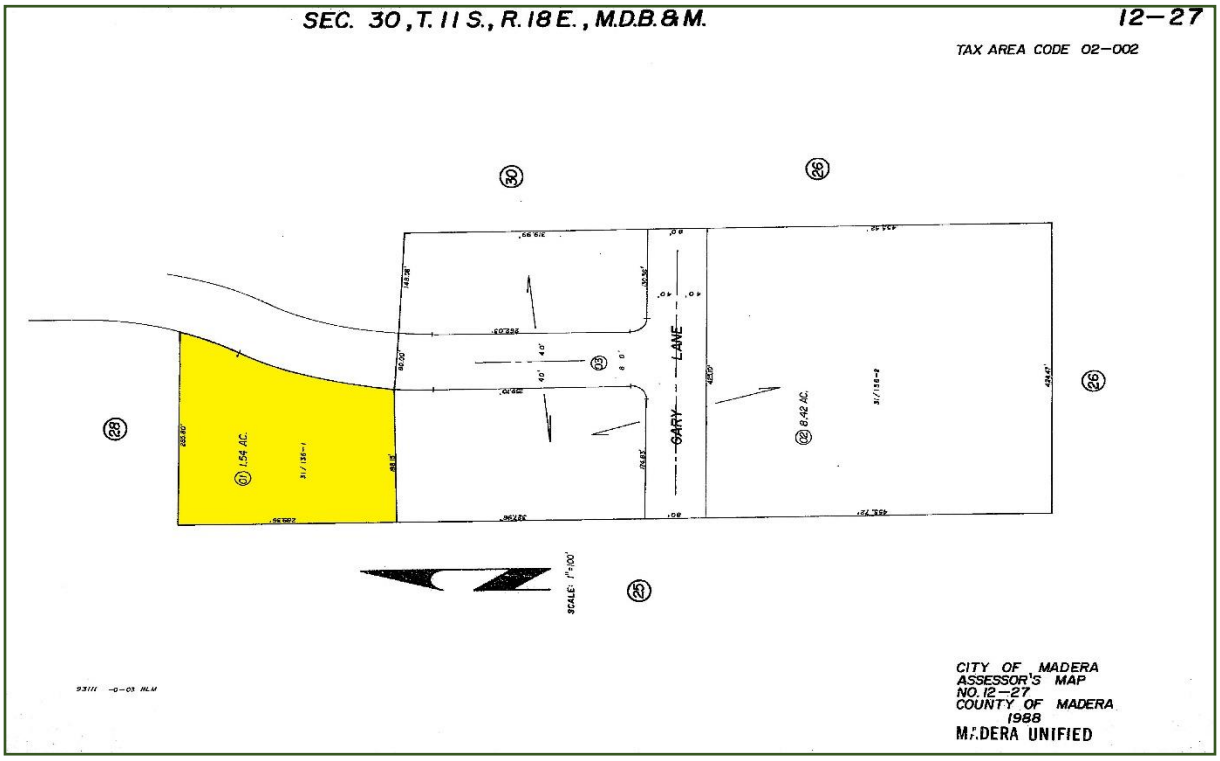
1034 Barnett Way





1004 Barnett Way





REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: D-1

SUBJECT:

Designation of a Stakeholder Group to Participate in a High Road Transition Collaborative for the Community Economic Resiliency Fund Program (CERF)

RECOMMENDATION:

Adopt a Resolution to Designate a Member to Serve as a Stakeholder for the High Road Transition Collaborative for the Central Valley Community Economic Resiliency Fund Program

SUMMARY:

On September 23, 2021, Governor Newsom signed Senate Bill 162, which established the $600 million Community Economic Resilience Fund (CERF). This Fund is administered by the California Labor and Workforce Development Agency (LWDA), the Governor's Office of Planning and Research (OPR), and the Office of Business and Economic Development (GO-Biz) and aims to lend relief to regions that are most impacted by inequities and economic hardship. The Fund will be used to support the development of regional economic roadmaps that make targeted investments in sustainable industries, create high-quality jobs and build a more equitable economy.

CERF establishes 13 regions statewide to create economic plans and regional strategies for grant opportunities. The Central San Joaquin Valley region, (Madera County, Fresno County, Tulare/Kings Counties, and Urban Fresno) termed Madera's High Road Transition Collaborative, will be represented by 35 local participants from various sectors that are motivated to advance economic equity. Representatives will meet at a local level to identify investment opportunities in their communities during the initial phase and then meet as a regional level to develop a regional investment plan.

DISCUSSION:

As Council is aware, Senate Bill 162 established the $600 million Community Economic Resilience Fund (CERF) which is designed to assist the greatest at-risk regions in building equitable and

sustainable economies. Central Valley CERF is a collective partnership for the Central San Joaquin Valley region that includes Fresno County and surrounding rural areas, Madera County and Kings/Tulare Counties. The goals of the CERF process are:

1. Build and sustain four local High Road Transition Collaboratives (HRTC) comprised of Tulare/ Kings Counties, Fresno County, Fresno DRIVE (Rural), and Madera County and the Regional HRTC.
2. Implement an Outreach and Engagement Plan that centers on disinvested communities as "customers" of economic and workforce development initiatives.
3. Develop the Central San Joaquin Valley Economic Recovery and Transition Plan that:
    a. identifies local priorities that then contribute to an equitable and sustainable regional economy
    b. addresses the CERF objectives – equity, sustainability, job quality and access, and economic competitiveness and resilience
    c. demonstrates the potential for measurable and dramatic improvement in the region's economy, social equity, and environment.
4. Participate in the CERF community of practice to learn from and contribute to an equitable and sustainable statewide economy.

The Valley CERF region covers 11,000 square miles with over 1.8 million residents who speak over 100 languages and dialects. One significant goal in the Valley CERF planning process is for participants to engage their communities in a culturally responsive manner that ensures those who have historically been excluded from the economic development process have a voice in their communities. This engagement process is based on the following principles and approaches:

- Work with trusted community partners as community engagement facilitators
- Expend extra effort and resources to ensure voices from disinvestment communities and small business are central in the deliberations and development of our regional economic plan
- Build and maintain the 'Valley CERF Community Network,' a network of community members who want to engage in the CERF process and stay up to date on its progress
- Host multiple public forums at key states of the CERF planning process
- Ensure meetings are open and accessible
- Continue community engagement efforts well past the planning stage, into the funding and implementation stages for projects that are in the scope of the CERF process.

In order to collect maximum input and inclusion, Valley CERF will be engaging at the local level first through four local High Road Transition Collaboratives (HRTCs), and then collectively build the regions' 4-county inclusive economic plan. The four HRTCs include:

- Madera County- convened by United Way of Fresno and Madera Counties, Madera County Department of Public Health, and the Central Valley Opportunity Center.
- Tulare/ Kings- convened by Tulare Workforce Investment Board.

- Fresno County- convened by Office of Community and Economic Development, Fresno State University.
- Fresno DRIVE- convened by the Central Valley Community Foundation.

The Local HRTCs will be comprised of an equal number of Representative Stakeholders in the seven stakeholder groups listed below (5 Representative Stakeholders in each Stakeholder Group for a total of up to 35 stakeholders in each local collaborative). The Collaborative Governance Structure's use of Representative Stakeholder Groups helps ensure that all stakeholder groups are fairly and equally represented and that participants at the Local HRTCs are representative of the Central San Joaquin Valley. The seven Stakeholder Groups include:

1. Labor and Worker Centered Organizations
2. Employers, Business and Industry Associations, and Economic Development Organizations
3. Education, Workforce Development and Training Organizations
4. Local Governments
5. Tribal Governments
6. Environment and Environmental Justice Organizations
7. Community Based Organizations, Grassroots Organizations, Community Voices

Once local priorities and strategies are developed, representatives from each of the Local HRTCs will form the Regional HRTC to identify investment opportunities and high priority projects for funding. Each collaborative will receive approximately $5 million with the potential to apply for additional funds from a pool of $500 million in rolling competitive grants to be awarded from fall/winter 2022 to October 2026. This includes reserve funding for reach region for competitive bidding.

FINANCIAL IMPACT:

There is no direct fiscal impact associated with designating representatives to serve on the High Road Transition Collaborative.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Designation of representatives to serve in the Collaborative 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.

ALTERNATIVES:

The Council may elect not to designate representatives for the local HRCT but will forfeit the City's representation at the regional collaborative and potentially forfeit funding meant for economic equity and sustainable industrial growth.

ATTACHMENTS:

1. Collective Partnership Agreement Letter

2. Community Economic Resilience Fund Flyer

Valley CERF
Central San Joaquin Valley
High Road Transition Collaborative

Collective Partnership Agreement Letter
for the Central San Joaquin Valley Region

As partners, we are committed to building an equitable and sustainable economy in California's Central San Joaquin Valley. We will engage with stakeholders and community members throughout our region to develop an inclusive economic development plan with financial support from California's Community Economic Resilience Fund (CERF). We are committed to the following goals, "principles of community engagement," collaborative governance structure, decision-making process, and budget allocation to support our region's efforts.

Goals of the Valley CERF Process

- Goal 1: Build and sustain four, Local High Road Transition Collaboratives (Tulare / Kings Counties, Fresno County, Fresno DRIVE, and Madera County) and the Regional HRTC.
- Goal 2: Implement an Outreach and Engagement Plan that centers disinvested communities as "customers" of economic and workforce development initiatives.
- Goal 3: Develop the Central San Joaquin Valley Economic Recovery and Transition Plan that (1) identifies local priorities that then contribute to an equitable and sustainable regional economy; (2) addresses the CERF objectives – equity, sustainability, job quality and access, and economic competitiveness and resilience; and (3) demonstrates the potential for measurable and dramatic improvement in the region's economy, social equity, and environment.
- Goal 4: Participate in the CERF community of practice to learn from and contribute to an equitable and sustainable statewide economy.

Valley CERF – Principles of Community Engagement

Covering an 11,000 square mile region with over 1.8 million residents who speak over 100 languages and dialects, as participants in the Valley CERF planning process, we will engage our communities in a culturally responsive manner that ensures we reach those who have not historically been involved in economic development processes before. Valley CERF's community engagement process is built on the following principles and approach:

- Work with trusted community partners as community engagement facilitators;
- Employ an "equitable community engagement" process, meaning expend extra effort and resource to ensure voices from disinvested communities and small businesses are central in the deliberations and development of our economic development plan;
- Build and maintain the 'Valley CERF Community Network,' a network of community members who want to engage with the CERF process and stay up to date on its progress;
- Host multiple public forums at key stages of the CERF planning process;

- Ensure meetings are open and accessible, including locations, meeting days and times, translation, and services on site that facilitate participation; and
- Adoption of Transformative Community Engagement for projects that are prioritized for implementation funding, meaning building in resident engagement and leadership – not just in the planning process – but throughout the implementation of programs and projects which may receive implementation funding.

Collaborative Governance Structure

We will collect maximum input and inclusion by engaging at the local level first through four Local High Road Transition Collaboratives (Local HRTCs), and then collectively build the region's four-county inclusive economic development plan. The four local collaboratives include:

- **Madera County**- convened by United Way of Fresno and Madera Counties, Madera County Department of Public Health, and the Central Valley Opportunity Center.
- **Tulare/ Kings-** convened by Tulare Workforce Investment Board.
- **Fresno County**- convened by Office of Community and Economic Development, Fresno State University.
- **Fresno DRIVE**- convened by the Central Valley Community Foundation.

The Local HRTCs will be comprised of an equal number of Representative Stakeholders in the seven stakeholder groups listed below (5 Representative Stakeholders in each Stakeholder Group for a total of up to 35 stakeholders in each local collaborative). The Collaborative Governance Structure's use of Representative Stakeholder Groups helps ensure that all stakeholder groups are fairly and equally represented and that participants at the Local HRTCs are representative of the Central San Joaquin Valley. The seven Stakeholder Groups include:

1. Labor and Worker Centered Organizations;
2. Employers, Business and Industry Associations, and Economic Development Organizations;
3. Education, Workforce Development and Training Organizations;
4. Local Governments;
5. Tribal Governments;
6. Environment and Environmental Justice Organizations; and
7. Community Based Organizations, Grassroots Organizations, Community Voices.

Once local priorities and strategies are developed, representatives from each of the Local HRTCs will form the Regional HRTC. One Representative Stakeholder from each Stakeholder Group from each Local HRTC (1 x 7 x 4 = 28 stakeholders at the Regional HRTC).

Decision-Making Process

The Stakeholder Groups will function as caucuses at the Local and Regional HRTCs. A majority vote (3 of 5 Stakeholders at the Local HRTCs and 3 of 4 Stakeholders at the Regional HRTC) will determine each caucus' position at the Local HRTC, and "near consensus" (6 of the 7 stakeholder groups) will be required at the Local and Regional HRTCs for recommendations to be adopted.

Planning Grant Budget – $5,000,000

Central to our principles of community engagement we agree to allocate more than half ($2,850,000) of the proposed planning grant to our Outreach and Engagement Plan, which includes Representative Stakeholder Engagement, Equitable Resident Engagement, and Transparent Meetings and Processes.

- **Representative Stakeholder Engagement ($1,950,000) –** Providing grant funding for our CBO partners who are Representative Stakeholders at the Local HRTCs and Regional HRTC to help cover the cost of their time to participate and ensure their support of focused and consistent communication to the broader stakeholder groups they represent. We estimate the grant size to be between $15,000 and $25,000 each for the 24-month planning process and is distributed equally across the tables.
- **Transparent Meetings and Processes ($225,000) –** Providing grant funding that ensures meeting costs are covered, including providing materials in various languages, providing translators, reimbursements for transportation, providing meals, meeting space, and any other materials as determined by the Local HRTCs.
- **Equitable Resident Engagement ($675,000) –** Providing funding for grassroots organizations with demonstrated, trusted relationships among disinvested communities to conduct resident engagement, including individual surveys, focus groups, and worker voice interviews.
- **Data and Research ($975,000) –** Providing funding for baseline research, strategy development, support for plan development, and technical expertise (economic development, labor market analysis, public health, and state policy).
- **Local Convener Resources ($600,000) –** Providing $200,000 for the conveners supporting the Tulare / Kings HRTC, Fresno County HRTC, and Madera HRTC to cover staff and other costs associated with meeting CERF objectives.
- **Miscellaneous ($75,000)**
- **Administrative Costs ($500,000) –** 10% of the grant contract as allowed by the state; funds will be awarded to the Central Valley Community Foundation to serve as the Fiscal Agent, Regional Convener, and Local Convener of the Fresno DRIVE HRTC.

Valley CERF
Collective Partnership Agreement Signature Page

By signing the Collective Partnership Agreement letter, I agree to the goals of the Valley CERF planning process and to share the responsibility of developing the Central San Joaquin Valley "Regional Economic Recovery and Transition Plan" within the budget resources described above. I will participate in the Collaborative Governance Structure and outreach and engagement efforts and help ensure the CERF objectives are met for our region.

Entity's Name:

Brief Description of the Type of Entity:

Description of the Entity's Experience and Reason for Participating:

Contact Name, Title, Email Address, Phone Number:

Local HRTC:

Stakeholder Group:

Signature:

Date:

$600M
$5MILLION PLANNING DOLLARS PER REGION

COMMUNITY ECONOMIC RESILIENCE FUND

What is CERF?

On September 23, 2021 Governor Newsom signed SB 162, which established the $600 million Community Economic Resilience Fund (CERF). Administered by the CERF Leadership Team consisting of the California Labor and Workforce Development Agency (LWDA), the Governor's Office of Planning and Research (OPR), and the Office of Business and Economic Development(GO-Biz).

PHASE 1

Phase 1 planning efforts will inform regional investment opportunities for Phase 2 of the program.

Eligible Activities Include:

- Capacity building
- Community engagement
- Research

Plans will be based on actionable research and consultation from expert institutions, with a focus on equity, sustainability, job quality, economic competitiveness and resilience. Strategies will complement, incorporate, or expand on existing plans such as Comprehensive Economic Development Strategies (CEDS), as applicable and relevant.

Timeline

- April 2022:Draft Guidelines for Round 2 Public Comment
- June 2022: Release Planning Phase Solicitation
- Summer 2022: Awards and Contracting
- Fall 2022: Implementation Phase Draft Guidelines

13 REGIONS STATEWIDE



On December 17, 2021 the CERF Leadership Team released the final map of the 13 economic regions that will receive up to $5 million in planning grants under phase 1 of the program

CENTRAL SAN JOAQUIN VALLEY REGION

The Central San Joaquin Valley Region is made up of four counties: Fresno, Kings, Madera, Tulare



As CVCF prepares to apply as a regional convener, above are the sub-regions we have identified as independent tables with local conveners that bring together local, diverse stakeholders to define processes and community priorities. Eventually, the sub-regional priorities can be pulled together into a regional vision and plan.

Link to Guidelines: https://opr.ca.gov/economic-development/just-transition/docs/20220419-CERF_Planning_Phase_Draft_Guidelines_Public_Input.pdf

Karla Estupinian: Karla.Estupinian@maderacounty.com

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: D-2

SUBJECT:

Designation of a Voting Delegate and Alternates for the League of California Cities 2022 Annual Conference

RECOMMENDATION:

Adopt a Minute Order designating a voting delegate and up to two alternates for the 2022 League of California Cities' Annual Business Meeting

SUMMARY:

This year's League of California Cities Annual Conference is scheduled for Wednesday, September 7, through Friday, September 9, 2022. One important aspect of the Annual Conference is the annual Business Meeting when the membership acts on conference resolutions. The Business Meeting will take place on Friday, September 9, 2022.

To expedite the management of business, every City is being requested to designate a voting representative and up to two voting alternates who will be present at the Business Meeting. League bylaws provide that each city is entitled to one vote to determine a city position in matters affecting municipal or League policy matters.

DISCUSSION:

As of the writing of this report, all Councilmembers including Mayor Garcia and Mayor Pro Tem Evans are registered to attend the conference.

Besides other business which takes place at the meeting, several resolutions are voted on which reflect policy issues facing the State. The resolutions adopted are forwarded to the State and action is encouraged.

Each City that is a member of the League of California Cities is encouraged to designate a voting delegate to represent them at the League. The delegate will have the authority to vote on the

resolutions at the meeting. The attached report from the League outlines the procedures for the meeting and describes each resolution that has been submitted for consideration. The attached correspondence from the League (Attachment 1) requests that the Council designate a voting delegate and up to two alternates to represent the City at the League's Annual Business Meeting.

FINANCIAL IMPACT:

There is no direct fiscal impact associated with designating a voting delegate and two alternates for the 2022 League of California Cities' (League) Annual Business Meeting.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Designation of a voting delegate 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.

ALTERNATIVES:

The Council may elect not to designate a voting delegate and alternates and forfeit the City's voting ability at this year's League of CA Cities Annual Business Meeting.

ATTACHMENTS:

1. Letter from the League of CA Cities including Voting Procedures and Delegate/Alternate Form

LEAGUE OF
CALIFORNIA
CITIES

Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

LEAGUE OF
CALIFORNIA
CITIES

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:
- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF
CALIFORNIA
CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@calcities.org; Phone: (916) 658-8254

REPORT TO CITY COUNCIL

Approved by: _____
Alicia Gonzales, City Clerk

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: D-3

SUBJECT:

Calling for and Giving Notice of a General Municipal Election to be Held on November 8, 2022 for the Election of Council Members for Districts 1, 3, and 5; and requesting that the Madera County Clerk Render Specified Election Services

RECOMMENDATION:

Adopt the resolution calling for and requesting consolidation of the City's general election with the Statewide election on November 8, 2022, for the election of Council Members for Districts 1, 3, and 5 and requesting that the Madera County Clerk render specified election services relating to the conduct of the election

SUMMARY:

The term of office for Members of the City Council elected to serve Districts 1, 3, and 5 are scheduled to expire the first Council meeting in December of this year. The resolution considered calls for and requests consolidation of the City's general election, with the statewide election to be held November 8, 2022, and that the Madera County Clerk conduct the election. Members of the City Council serve four-year terms.

DISCUSSION:

Pursuant to California Elections Code §10403, the City must file a resolution with the Madera County Board of Supervisors at least 88 days prior to the date of the election which is by August 11, 2022. The resolution requests that the Madera County Board of Supervisors authorize the consolidation of the City's general election with the statewide election to be held November 8, 2022 and that the Madera County Clerk conduct the election.

FINANCIAL IMPACT:

The cost for election services for the three Council seats is estimated to be $120,000. The amount is included in the adopted budget for Fiscal Year 2022/23; however, should the cost exceed the estimated amounts, staff will prepare a budget amendment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 302 – District Representation: Establish district representation in Madera with a separate election process for Mayor.

ALTERNATIVES:

There is no practical alternative. Although the City could decide to hold a standalone election, there is insufficient time to put together such an election and the costs would be significantly higher.

ATTACHMENT:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS OF THE CITY OF MADERA FOR COUNCIL MEMBERS OF DISTRICTS 1, 3, AND 5 TO BE HELD IN THE CITY OF MADERA ON NOVEMBER 8, 2022 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a general municipal election shall be held on November 8, 2022 in the City of Madera, for the election of three members of the City Council to be elected by district for a term of four years for Council Districts 1, 3, and 5; and

WHEREAS, Section 10002 of the Elections Code of the State of California provides that the governing body of the city may by resolution request the board of supervisors of the county to permit the county clerk to render specified services to the city relating to the conduct of elections; and

WHEREAS, the City Council desires to call such election and request its consolidation with the statewide election to be held on the same date and have the Madera County Clerk perform specified election services to the City of Madera.

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

1. Pursuant to the Elections Code of the State of California there is called and ordered held in the City of Madera, California, on Tuesday, November 8, 2022, a general municipal election of the qualified electors of the City of Madera for the election of three members of the City Council to be elected by district for a term of four years for Council Districts 1, 3, and 5 and for the election of the Mayor at-large for a term of four years.

2. The ballots to be used at the election shall be in such form and content as may be required by law to be used at the election.

3. Pursuant to Section 10002 of the Elections Code, the City requests the Board of Supervisors of the County of Madera to permit the Madera County Clerk to render specified services to the City relating to the election.

4. The Madera County Clerk is authorized and directed to do any and all things necessary in order to ensure the lawful conduct of the election.

5. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding elections in the City of Madera that are consolidated with any other election.

6. Notice of time and place of holding the election is given and the Madera County Clerk is authorized and directed to give such further or additional information in the time, form and manner as required by law in connection with the election.

7. Pursuant to Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Madera is hereby requested to consolidate the election referred to herein with the statewide election to be held on Tuesday, November 8,2022.

8. For and in consideration of the election services rendered by the Madera County Clerk, the City of Madera agrees to pay to Madera County the proportionate share of reasonable expenses of said election, said share to consist of all direct costs as determined by the Madera County Clerk to be directly related to the conduct of the City of Madera's general municipal election together with the City's proportionate share of the expenses for election services rendered by Madera County that are being shared equally with other jurisdictions, if any, by virtue of the consolidation of the City's municipal election with elections being held by other jurisdictions, if any, in the City of Madera on November 8, 2022.

* * * * * * * * *

REPORT TO CITY COUNCIL

Approved by:
Marcela Zuniga
Department Director
Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022
Agenda Number: D-4

SUBJECT:

Provide an update on the progress of the Madera Transit Plan and request approval to enter into a Phase 2 Agreement with WSP USA, Inc.

RECOMMENDATION:

Adopt a resolution approving the agreement with WSP USA, Inc. for Phase 2 of the Madera Transit Plan: Outreach and Implementation in the amount of $87,391.24

SUMMARY:

During the April 21, 2021 Council meeting, WSP USA, Inc. (Consultant) was awarded the service agreement for the development of the Madera Transit Plan – Service Assessment (MTP). The purpose of the MTP was to evaluate the City's transit system and devise operational and policy changes that will improve transit services. Goals included, but were not limited to:

- Improving connectivity with other modes of transportation
- Enhancing systems to advance multi-modal transportation within the region
- Improving efficiency and headways times through service evaluation, and
- Redesign and restructuring of the City's three fixed routes

As the project evolved, it become apparent that a second phase would be fruitful. To recap, Phase 1 focused on:

- Research and development of guidelines and principles
- Standardizing practices
- Recommendations for the redesign and restructuring of the Transit System.

Over the year, the Consultant was successful in analyzing the existing transit network, identifying best practices, conducting multiple stake holder interviews and community outreach, while

providing quarterly updates to the staff, Project Committee, and the Transit Advisory Board (TAB). The contemplated Phase 2 would focus on redesigning and restructuring the Transit System through public outreach, community engagement, and the implementation Madera Metro's updated fixed route system. Phase 2 was not anticipated nor included as part of the initial project requirement.

Staff acknowledge the importance of an efficient public transit system. To avoid duplication of costs and unnecessary delays of the service revisions, staff requested a cost proposal from WSP USA, Inc. for Phase 2. WSP USA, Inc provided staff with a cost proposal of $87,391.24. If approved, the two phases would partially overlap, resulting in the completion of Phase 2 as early as April 2023. Alternatively, staff would need to release a new Request for Proposals (RFP) following the completion of Phase One no sooner than August 2022. Procurement of Phase Two services from the Consultant through sole source procurement is efficient and in the best interest of the City. Substantial duplication costs and unacceptable delays will result if the City engages in a new RFP process and or awards the phase two project to another consultant.

DISCUSSION:

The Madera Transit Plan – Services Assessment (MTP) was designed to contribute to the 2014 Regional Transportation Plan (RTP) goals and the regional 2017 Active Transportation Plan (ATP). Prior to the MTP, no comprehensive studies of the system had been completed. As a result, the City lacked the necessary information to effectively plan and invest capital dollars into the City's transit system. To address this, a Request for Proposals (RFP) for Transit Consulting Services was released and later awarded to WSP USA, Inc (Consultant) in the amount of $100,000 through the Caltrans Sustainable Community Planning Grant for the development of the MTP.

The Madera Transit Plan - Services Assessment included:

- Facilitation of community forums and committee meetings
- Compilation of survey results of community needs and transit deficiencies
- Facilitation of stakeholder interviews and presentations
- Cataloging, mapping, and inspecting all fixed route bus stops (including bike paths/lane accessibility)
- Confirmation of headways on all fixed routes
- Evaluation of current fixed routes deficiencies
- Recommendations for the redesign and restructuring of all fixed routes

As the project evolved, staff realized the Scope of Work (SOW) targeted problems and identified solutions but neglected an implementation path towards the redesign and restructuring of the City's Transit System. If approved, WSP, USA Inc. will continue seamlessly to progress with all phases of the MTP development. The city would avoid unnecessary delays associated with a new RFP process. Table 1 describes Phase One (Research and Development) and Phase Two (Outreach and Implementation) of the project.

Table 1: *Madera Transit Plan*			
	Description	*Date of Completion*	*Cost*
Phase 1*	Research and development of guidelines and principles, standardizing practices to enhance the City Transit System, and recommendations for the redesign and restructuring of the City's Transit System.	July 2022	$100,000.00
Phase 2	Implementation of the redesign and restructure through public outreach, community engagement, and Madera Metro's newly designed fixed route system.	April 2023	$87,391.24
*Current Agreement will sunset April 31, 2023.			

FINANCIAL IMPACT:

Transit services and personnel time is expended through Local Transportation Funds and other Transit related budgets which are grant funded. The agreement with WSP USA, Inc would be paid using Local Transportation Funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The Management and Operations Agreement supports the Vision Madera 2025 Plan as follows:

- 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. Direct staff to complete the competitive bidding process and the conclusion of the Madera Transit Plan for the implementation of Phase 2.

ATTACHMENTS:

1. Attachment A – Resolution
2. Attachment B - Agreement
   - Exhibit A – WSP USA, Inc. – Madera Transit Plan - Phase Two Project Proposal
   - Exhibit B – WSP USA, Inc. – Detailed Cost Proposal
3. Attachment C – Exemption to Bidding Request – Sole Source Support Documentation
4. Attachment D – WSP Sole Source Justification Letter

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH WSP USA FOR THE OUTREACH AND IMPLEMENTATION OF PHASE TWO OF THE MADERA TRANSIT PLAN OF THE MADERA METRO TRANSIT SERVICES SYSTEM

WHEREAS, on April 21, 2021 the City of Madera (City) entered an agreement with WSP USA, Inc (Consultant) for the completion of the Madera Transit Plan – Services Assessment; and

WHEREAS, the City is in need of a qualified and experienced transit consulting firm for outreach and implementation of Phase Two of the Madera Transit Plan; and

WHEREAS, the procurement of Phase Two services from Consultant through sole source procurement is efficient and in the best interest of the City in that substantial duplication costs and unacceptable delays will result if the City engages in a new RFP process or awards to another consultant; and

WHEREAS, the Consultant will be responsible for the Outreach and Implementation of Phase Two of the Madera Transit Plan ; and

WHEREAS, the City has prepared an Agreement with WSP USA for the services needed; and

WHEREAS, the agreement between the City and WSP USA will not exceed the amount of $87,391.24 and will expire on the April 30, 2023.

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 Agreement with WSP USA which is attached hereto as Exhibit A and incorporated by reference.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

****

AGREEMENT BETWEEN THE CITY OF MADERA AND WSP USA FOR PROFESSIONAL CONSULTING SERVICES FOR OUTREACH AND IMPLEMENTATION OF THE MADERA TRANSIT PLAN – PHASE TWO OF THE MADERA METRO TRANSIT SERVICES SYSTEM

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("CITY") and ("CONSULTANT"). This Agreement shall be effective on _____, 2022.

RECITALS

WHEREAS, the CITY is needing to complete the delivery of the Madera Transit Plan – Phase Two (PROJECT) of the Madera Metro Transit System to improve connectivity and enhance the City's transit system; and

WHEREAS, the CITY has determined that services of a qualified consulting firm are required to complete the PROJECT; and

WHEREAS, the CONSULTANT has submitted a Project proposal and budget to provide in-depth expertise to carry out the PROJECT consistent with the intent and purpose of the proposal issued by CITY for the PROJECT; and

WHEREAS, the CONSULTANT is expected to complete the Outreach and Implementation of the PROJECT by April 30, 2023.

AGREEMENT

NOW THEREFORE, the parties incorporate the foregoing recitals and agree as follows:

1. SERVICES OF CONSULTANT

CONSULTANT will provide professional transit management services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK

CONSULTANT shall provide the professional transit management services as set forth in **EXHIBIT A,** "Madera Transit Plan – Phase II Proposal", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the "Scope of Work" reflected in **EXHIBIT A**.

4. **CITY'S OBLIGATIONS**

The CITY shall be obligated as follows:

a. Provide a Project Manager to work with CONSULTANT;
b. Review all submittals timely;
c. Pay all fees for permits.

5. COMPENSATION

The compensation for the work tasks itemized in EXHIBIT B, "Phase II - Cost Proposal" is $87,391.24 (eighty seven thousand three hundred and ninety one dollars and twenty four cents).

CITY and CONSULTANT agree on the rates shown in **EXHIBIT B**, "Phase II – Cost Proposal", and agree that they will remain in effect until the date of expiration of Agreement indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in **EXHIBIT B**.

6. PAYMENT

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. AUDITS AND INSPECTIONS ACCESS

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

8. LIABILITY INSURANCE:

Without limiting CONSULTANT'S indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the CITY.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. CONSULTANT shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, it's officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be

rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONSULTANT'S proposal.

Maintenance of Coverage

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

Proof of Insurance

CONSULTANT shall provide to the CITY certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CITY prior to commencement of performance. Current evidence of insurance shall be kept on file with the CITY at all times during the term of this Agreement. CITY reserves the right to review 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, except professional liability, shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CONSULTANT, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against the CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non-estoppel)

CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CITY, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CONSULTANT maintains higher limits than the minimums required above, the CITY shall be entitled to coverage at the higher limits maintained by CONSULTANT.

Notice of Cancellation
CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to the CITY with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

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

Timely Notice of Claims
CONSULTANT shall give the CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT'S performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

9. <u>OWNERSHIP OF DOCUMENTS</u>:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

10. TIME OF COMPLETION

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in the "Project Schedule" reflected in **EXHIBIT A**.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on April 30, 2023 unless extended by mutual written agreement.

11. TERMINATION OF AGREEMENT

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

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

1. An illegal use of funds by CONSULTANT.
2. A failure by CONSULTANT to comply with any material term of this Agreement.
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

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

12. APPROVAL

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

13. HOLD HARMLESS

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify CITY for its own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or CITY for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

14. RESPONSIBILITY FOR OTHERS

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

15. PROFESSIONAL RESPONSIBILITY

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

16. PARTIES BOUND BY AGREEMENT

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

17. COMPLETE AGREEMENT OF PARTIES

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

18. ASSIGNMENT WITH APPROVAL

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

19. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

20. GOVERNING LAW

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno, CA. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

21. AMENDMENTS

Any changes to this Agreement requested either by CITY or CONSULTANT may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

22. COMPLIANCE WITH LAWS AND WAGE RATES

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws. 19.

23. CONSULTANT'S LEGAL AUTHORITY

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

24. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA	**CONSULTANT**
David Huff, Project Manager	Lauren Tsoi, Project Manager
Grants Department - Transit	WSP USA, Inc.
205 W. 4th Street	425 Market Street, Suite 1700
Madera, CA 93638	San Francisco, Ca. 94105

26. SOLE AGREEMENT

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

CITY OF MADERA

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

CONSULTANT

By: _____
Kristina Svensk, AICP

Title: Senior Director, NorCal Planning Business Lead

By: _____

Title: _____

_____
Taxpayer ID Number

CITY OF MADERA

MADERA TRANSIT PLAN SERVICES ASSESSMENT

PHASE II PROPOSAL

wsp

MADERA METRO
THE WAY TO GO

David Huff, Program Manager - Grants

City of Madera
205 W. 4th Street
Madera, CA 93638

Dear David:

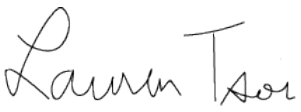
Subject: Madera Transit Plan Services Assessment Phase II, Madera, California

The attached proposal has been prepared in response to the addition of Phase II for the Madera Transit Plan Services Assessment. This proposal includes the following information:

1. Scope of Work
2. Project Schedule
3. Cost Estimate

We appreciate the opportunity to respond to this change order and look forward to a successful working relationship with the City of Madera. If you have any questions or need additional information, please do not hesitate to contact me at 1 415 402 2280 or Lauren.Tsoi@wsp.com

Yours sincerely,



Lauren Tsoi

Director, Transportation Planner
Northern California Local Business Line Leader

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1 SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

The initial Scope of Services dated March 2021 was developed to reflect the original project components including the following: project management, Project Committee coordination, conducting service studies and the development of operation and policy recommendations including the preparation and presentation of the Madera Transit Plan. After consulting with the client, it has been determined that more resources will be needed to provide robust public outreach to present the Plan and the new network. This change order includes an updated project scope, schedule, and budget to reflect the additional resources necessary to complete this next phase of the project.

TASK 1.1 KICK-OFF MEETING

The project team will schedule a kick-off meeting with City of Madera (City) and the project team staff in July 2022. This meeting will serve as an opportunity to present and confirm the work scope, schedule, expectations, and develop communication protocols among the various parties. The project team will develop all necessary meeting materials.

TASK 1.2: MONTHLY INVOICING AND REPORTING

The project team will develop an invoice template consistent with City review requirements and will report out monthly budget expenditures and assess the study's progress against expenditure. The project team will ensure the project is delivered on-time and within the allocated budget.

TASK 1.3: CHECK-IN MEETINGS

The project team will schedule and lead bi-weekly check-in meetings with the consultant project manager, City project manager, the project team project manager, and key team members as necessary. The project team will develop all necessary meeting materials.

TASK 1.4: PROJECT MANAGEMENT PLAN (PMP)

The project team will develop a PMP that details the project's overall schedule, key deliverables, meeting dates, task budget tracking and project updates. The PMP will be hosted on a shared site that project team members can access along with past meeting materials and key project information.

TASK 1.5: COMMITTEE MEETINGS

The project team will schedule up to two (2) meetings with the Transit Advisory Board (TAB) and one with key City staff including the City Manager. The project team will develop all necessary meeting materials.

Task 1 Deliverables

- Kick-off meeting
- Monthly invoices and progress reports
- Bi-weekly check-in meetings (up to 16 meetings)

- Project Management Plan
- Up to two (2) TAB meetings and one meeting with key City staff

TASK 2: PUBLIC OUTREACH

TASK 2.1 STATUS MEETINGS

The project team will schedule up to six (6) status meetings for the project team and City staff to attend as necessary. These meetings will involve discussing work activities, assignments, and public outreach and consensus building strategies related to development of the project.

TASK 2.2: ONLINE SURVEY

The project team will prepare a bilingual survey instrument to be added to the team's existing Survey Monkey account allowing for quick, easy, and direct access for stakeholders to provide input related to the project's effort. Questions will be reviewed by City staff prior to being posted live to the Survey Monkey platform. The bilingual survey instrument will contain approximately ten (10) to twelve (12) approved questions and will be ordered in such a manner that they will be comfortable and understandable for the responder. A link to the survey will be provided to the City for posting to the City's webpage and will also be available to the public via a link in social media postings, or via email distribution. A shortened, hard copy version of the survey can also be created for the community forums or pop-up events. Once the survey has concluded, the project team will provide results and basic reporting generated from the Survey Monkey platform.

TASK 2.3: PROJECT FLYER

The project team will develop a bilingual project flyer to relay important project information to key stakeholders, businesses, and the general public. As a community engagement tool, the flyer will ensure that consistent and accurate information is being communicated regardless of the time, place, or person communicating. Copy material including the use of photos and graphics will be developed and forwarded to the City for review and approval. The initial flyer will include noticing information for the first community forum including date, time, location, and any other pertinent information. An updated flyer will be prepared with similar information for the second community forum. Flyer information will also be formatted into poster size displays for posting on City transit buses and at City bus stops. Once completed, the project flyer will be added to the City's webpage and can be made available for wide distribution via:

- Email notification to the City's internal database
- Postings to the City's social media sites
- Email notification through partnering agency websites and internal databases
- Posters on City buses and at bus stops
- Madera School District Peachjar platform or student take home packets

TASK 2.4: QR CODE

The project team will develop a project related QR Code (link to online community survey and/or link to hybrid online community forum registration) to be included on all outreach materials allowing for quick, easy, and direct access.

TASK 2.5: SOCIAL MEDIA MATERIALS

Throughout the planning process, key project related social media content will be developed by the project team and provided to City staff for posting to their social media platforms. The social media campaign will include up to six (6) social media posts providing information about the Madera Transit Plan, why community input is vital to the success of the project, and how to participate. The project team will provide messaging, images, and social media posting schedules.

TASK 2.6: COMMUNITY FORUMS

The project team will coordinate with City staff to plan and facilitate up to two (2) community forum events. The project team recommends holding in-person community forums at the Frank Bergon Senior Center in conjunction with virtual options and will coordinate with the City to identify the appropriate timing of these community forums. The project team can adjust the in-person community forum to a virtual forum should conditions dictate.

The community forums will be setup in an open house fashion, giving the project team an opportunity to provide an overview of the project and discuss proposed route changes with transit riders and other stakeholders, businesses, the public and all other interested parties. The community forums will allow for organized group discussion with the goal of exchanging and gathering information. The community forums will also give the many diverse stakeholders and the public the opportunity to learn more about proposed route changes, identify areas of concern, and ask questions and explore issues in detail through one-on-one conversations with project team members, project exhibits, and a PowerPoint presentation. The community forums will be interactive to obtain maximum input from meeting participants. Additionally, TurningPoint polling software can be used to ensure that all community forum participants can provide input, not just those who are vocal. TurningPoint is a tool used to solicit answers, alternatives, and priorities using a real-time response keypad.

To further ensure broad participation of all community stakeholders and to meet environmental justice requirements, the community forum will include Spanish interpretation services, and additional languages if requested. Community forum materials including exhibits, information flyers, and comment cards will be available in both English and Spanish. The project team will also enlist the services of Community-Based and Faith-Based Organizations, as well as other similar agencies, to enhance participation by underrepresented and disadvantaged communities and individuals.

The project team will prepare and distribute bilingual community forum public noticing invites via email notification to the project stakeholder database and other identified key stakeholders and will also prepare social media noticing content for posting to the City's social media platforms. A total of three (3) email notifications to the project stakeholder database will be completed prior to the community forum, which will include an initial notification two weeks prior to the scheduled community forum and two (2) follow-up reminders.

The project team will be responsible for all community forum coordination and logistical efforts including reserving the community forum location, staffing, and organizing who is responsible for bringing equipment and refreshments.

The project team will provide a synopsis of the community forum, identify the number and type of attendees, include a list of presentations made and materials provided, and document the comments received from community forum attendees. Presentation materials will be provided to the City to include on the project webpage following the community forum. Comments received can be discussed with the project team and City staff regarding integration into the project.

TASK 2.7: OUTREACH (SPECIAL AND POP-UP) EVENTS

The project team will coordinate project team attendance at up to two (2) special events and up to four (4) pop-up events. These outreach events are designed to solicit input from the public in places where they will already be, thus increasing participation from a larger audience while decreasing the time needed to participate. Outreach events will consist of community events that generate high gatherings of people in addition to predetermined heavily used bus stop locations. The project team has experienced great success incorporating the use of outreach events of these types. Potential outreach event attendance will focus on geographic equity and events that capture large numbers of residents such as the Madera District Fair which occurs in September as well as bus stops identified by City staff that have high ridership statistics.

Outreach events will be staffed by project team members, and will include interactive activities such as multilingual flyers, maps, comment cards, and postcard sized survey instruments. Project team members, including one bilingual public engagement specialist, will actively engage event attendees, both educating and encouraging them to provide feedback. An incentive for survey participation can be used with respondent's names to be entered in a raffle drawing for an electronic gift card.

TASK 2.8: PUBLIC OUTREACH SYNOPSIS REPORT

An Outreach Synopsis Report will be prepared detailing the public outreach process. The report will summarize findings from the engagement activities and will also demonstrate to stakeholders how their input shaped the outcomes of the project.

TASK 2.9: STAKEHOLDER ENGAGEMENT

The project team will present project updates to the Transit Advisory Board (TAB) up to two (2) times during the course of the project and one time to the Madera City Council. In addition, the project team will present project updates at up to three (3) stakeholder committee or board meetings to broaden the transit plan's audience. These stakeholder committees or boards may include:

- Madera County Transportation Commission (MCTC) board meeting
- Madera Unified School District Board Meeting
- City of Madera ADA Advisory Council
- Madera County Social Services Department

Task 2 Deliverables:

- Project status meetings (Up to 6 meetings)
- Survey instrument and survey result
- Project flyer
- Transit display posters (City is responsible for printing and posting of transit posters)
- Development of QR code
- Social media content
- Noticing, PowerPoint presentation, translation services, community forum materials, and community forum synopsis
- Materials for attendance and facilitation of two (2) special events and up to four (4) pop-up events, translation services, and pop-up events synopsis
- Draft and Final Public Outreach Synopsis Report
- Up to three (3) presentations to stakeholder committees/board meetings
- One presentation to Madera City Council

TASK 3: REFINE ROUTE RE-ALIGNMENTS

TASK 3.1: REVISE ROUTE ALIGNMENT

The project team will revise the proposed route alignments to reflect community feedback.

TASK 3.2: DEVELOP CONCEPTUAL ALTERNATIVES FOR WALMART STOP/TERMINAL

The project team and the City will identify a new location for all three (3) routes to terminate at Walmart. The project team will develop up to three (3) conceptual alternatives that will be reviewed and revised as necessary by the City engineer. Up to three (3) meetings will be scheduled with City staff including the City engineer to review and refine the proposals.

TASK 3.3: UPDATE BUS STOP STATUS

The project team will update the list of bus stops to be removed or relocated based on community feedback. The project team will work with the City to ensure the updated bus stop list is accurate with necessary details including the bus stop ID, latitude and longitude, cross streets, and nearby amenities for each stop. Maps will be developed to show these locations as well.

Task 3 Deliverables:

- Updated route maps
- Location of new terminal at Walmart, including three (3) conceptual alternatives
- Up to three (3) meetings with City staff including the City engineer
- Updated route maps to highlight bus routing
- JPEG image of routes to be inserted onto the transit brochure
- List of bus stops to be kept, removed, or relocated with accompanying maps

TASK 4: DEVELOP IMPLEMENTATION PLAN

TASK 4.1: REVIEW BEST PRACTICES

The project team will review relevant industry and peer case studies for best practices around bus stop and route implementation and improvements, service design guidelines, and performance monitoring. The project team will work with the City to finalize peer transit agencies to review. The peer agencies will be of similar size to Madera Metro if possible.

TASK 4.2: DETERMINE PERFORMANCE METRICS

The project team will work with the City to identify a list of performance metrics that will be used to measure the success of the new network. These metrics will be informed by research of peer agencies and availability of data from the City. These performance metrics should assess the system in both qualitative and quantitative terms. Examples include the following:

- Ridership
    - Annual average
    - Per hour
    - Per mile
- Operating cost
    - Per hour
    - Per mile
- Farebox recovery
- Cost per passenger
- Subsidy per passenger
- Percentage of population within ¼ mile of a bus stop
- On-board ridership survey to gauge satisfaction with new network

TASK 4.3: CREATE IMPLEMENTATION PLAN

The project team will work with the City to develop an implementation plan for the new network. Following extensive outreach to notify the public of the upcoming changes, implementation of the network should occur all at once instead of a phased process. Elements of the plan should include specific due dates and contact information for staff members responsible for each task. The project team will also meet with staff from the City's contracted transit operator to go over the new network and present the implementation plan.

Task 4 Deliverables:

- Industry best practices summary
- List of performance metrics
- Meet with transit operator
- Bus stop removal/adjustment list
- Training materials and meeting presentation for bus operators
- Implementation plan including list of available staff and locations for deployment on first day of implementation
- Update website and physical locations with current route information

TASK 5: DRAFT AND FINAL PLAN

TASK 5.1: PREPARE DRAFT AND FINAL PLAN

The project team will work with the City to develop a Draft and Final Plan with proposed bus stop improvements, new route alignments, and service design guidelines. The Plans will be based on the work completed in the previous tasks listed above.

TASK 5.2: PUBLIC HEARING AND FINAL PLAN ADOPTION

The project team will present the Final Plan for adoption by the City Council and send the final report to City staff for printing, distribution, and posting on the City's website.

Task 5 Deliverables:

- Draft Plan
- Revised Final Plan
- Present Final Plan to City Management
- Presentation to the City Council and updated project materials including maps, bus stop locations and improvements, and service design guidelines

2 PROJECT SCHEDULE

Table 1 Project Schedule

Task	2022 Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	2023 Jan-23	Feb-23
Task 1: Project Management								
1.1: Kick-Off Meeting	◆							
1.2: Monthly Invoicing and Reporting								
1.3: Check-In Meetings								
1.4: Project Management Plan (PMP)	◆							
1.5: Committee Meetings								
Task 2: Public Outreach								
2.1: Status Meetings								
2.2: Online Survey		◆						
2.3: Project Flyer		◆						
2.4: QR Code		◆						
2.5: Social Media Materials								
2.6: Community Forums			◆					
2.7: Outreach (Special and Pop-Up) Events								
2.8: Public Outreach Synopsis Report				◆				
2.9: Stakeholder Engagement								
Task 3: Refine Route Re-Alignments								
3.1: Revise Route Alignment								
3.2: Develop Conceptual Alternatives for Walmart Stop/Terminal								
3.3: Update Bus Stop Status								
Task 4: Develop Implementation Plan								
4.1: Review Best Practices								
4.2: Determine Performance Metrics								
4.3: Create Implementation Plan								
Task 5: Draft and Final Plan								
5.1: Prepare Draft and Final Plan							◆	
5.2: Public Hearing and Final Plan Adoption								◆
◆ Deliverable								

3 COST ESTIMATE

Table 2 Project Cost Estimate

Task	Total Cost
1.1: Kick-Off Meeting	$ 854.04
1.2: Monthly Invoicing and Reporting	$ 1,473.40
1.3: Check-In Meetings	$ 5,251.02
1.4: Project Management Plan (PMP)	$ 282.29
1.5: Committee Meetings	$ 1,765.86
Task 1 Subtotal	**$ 9,626.61**
2.1: Status Meetings	$ 2,001.06
2.2: Online Survey	$ 1,739.78
2.3: Project Flyer	$ 3,638.04
2.4: QR Code	$ 579.83
2.5: Social Media Materials	$ 1,859.78
2.6: Community Forums	$ 9,919.98
2.7: Outreach (Special and Pop-Up) Events	$ 6,829.76
2.8: Public Outreach Synopsis Report	$ 2,634.73
2.9: Stakeholder Engagement	$ 2,895.00
Task 2 Subtotal	**$ 32,097.98**
3.1: Revise Route Alignment	$ 7,556.64
3.2: Develop Conceptual Alternatives for Walmart Stop/Terminal	$ 12,369.02
3.3: Update Bus Stop Status	$ 4,323.04
Task 3 Subtotal	**$ 24,248.69**
4.1: Review Best Practices	$ 564.57
4.2: Determine Performance Metrics	$ 2,937.33
4.3: Create Implementation Plan	$ 4,122.46
Task 4 Subtotal	**$ 7,624.37**
5.1: Prepare Draft and Final Plan	$ 10,232.04
5.2: Public Hearing and Final Plan Adoption	$ 3,061.55
Task 5 Subtotal	**$ 13,293.59**
Other Direct Costs: Travel	$ 500.00
Total	**$ 87,391.24**

Madera Transit Plan - Phase II Cost Proposal
19-Apr-22

TASKS		WSP USA INC						VRPA						
		Lauren Tsoi Sr. Lead Consultant, Transportation Planner	Erik Bird Senior Transportation Planner	Cynthia Perez Assistant Consultant	Spencer Jaeger Assistant Planner	Civil Engineer	Hector Herrera Project Accountant	G. Vivian President/Project Manager	D. Graham Outreach Specialist	M. Hernandez Intern	TOTAL HOURS	($) TOTAL LABOR	($) OTHER DIRECT COSTS	$ TOTAL
		HOURS	HOURS	HOURS	HOURS		HOURS	HOURS	HOURS	HOURS				
	Loaded Rate:	$ 224.51	$ 141.14	$ 98.98	$ 107.12	$ 165.45	$ 122.78	$ 328.65	$ 146.23	$ 51.11				
Task 1: Project Management														
1.1	Kick-Off Meeting	1	3	1	1						6	$ 854.04		$ 854.04
1.2	Monthly Invoicing and Reporting						12				12	$ 1,473.40		$ 1,473.40
1.3	Check-in Meetings	4	25	4	4						37	$ 5,251.02		$ 5,251.02
1.4	Project Management Plan (PMP)		2								2	$ 282.29		$ 282.29
1.5	Committee Meetings	1	8	2	2						13	$ 1,765.86		$ 1,765.86
	SUBTOTAL	**6**	**38**	**7**	**7**		**12**				**70**	**$ 9,626.61**	**$ -**	**$ 9,626.61**
Task 2: Public Outreach														
2.1	Status Meetings		6					2	2	4	14	$ 2,001.06		$ 2,001.06
2.2	Online Survey		1					2	2	8	13	$ 1,499.78	$ 240.00	$ 1,739.78
2.3	Project Flyer		1					4	10		15	$ 2,918.04	$ 720.00	$ 3,638.04
2.4	QR Code		1						3		4	$ 579.83		$ 579.83
2.5	Social Media Materials		1					2	2	8	13	$ 1,499.78	$ 360.00	$ 1,859.78
2.6	Community Forums		1					16	4	32	53	$ 7,619.98	$ 2,300.00	$ 9,919.98
2.7	Outreach (Special and Pop-Up) Events		1					4	6	24	35	$ 3,559.76	$ 3,270.00	$ 6,829.76
2.8	Public Outreach Synopsis Report		2					2	6	16	26	$ 2,634.73		$ 2,634.73
2.9	Stakeholder Engagement	1	16	2	2						21	$ 2,895.00		$ 2,895.00
	SUBTOTAL	**1**	**30**	**2**	**2**			**32**	**35**	**92**	**194**	**$ 25,207.98**	**$ 6,890.00**	**$ 32,097.98**
Task 3: Refine Route Re-Alignments														
3.1	Revise Route Alignment	2	20		40						62	$ 7,556.64		$ 7,556.64
3.2	Develop Conceptual Alternatives for Walmart Stop/Terminal	2	20	4	4	50					80	$ 12,369.02		$ 12,369.02
3.3	Update Bus Stop Status	1	8	30							39	$ 4,323.04		$ 4,323.04
	SUBTOTAL	**5**	**48**	**34**	**44**	**50**					**181**	**$ 24,248.69**	**$ -**	**$ 24,248.69**
Task 4: Develop Implementation Plan														
4.1	Review Best Practices		4								4	$ 564.57		$ 564.57
4.2	Determine Performance Metrics	1	8	16							25	$ 2,937.33		$ 2,937.33
4.3	Create Implementation Plan	1	8	2	24						35	$ 4,122.46		$ 4,122.46
	SUBTOTAL	**2**	**20**	**18**	**24**						**64**	**$ 7,624.37**	**$ -**	**$ 7,624.37**
Task 5: Draft and Final Plan														
5.1	Prepare Draft and Final Plan	4	20	16	46						86	$ 10,232.04		$ 10,232.04
5.2	Public Hearing and Final Plan Adoption	2	8	2	12						24	$ 3,061.55		$ 3,061.55
	SUBTOTAL	**6**	**28**	**18**	**58**						**110**	**$ 13,293.59**	**$ -**	**$ 13,293.59**
	TOTAL HOURS	**20**	**164**	**79**	**135**	**50**	**12**	**32**	**35**	**92**	**619**	**$ 80,001.24**	**$ 6,890.00**	**$ 86,891.24**
OTHER DIRECT COSTS (Please Itemize)														
1	Postage													$ -
2	Printing/Reproduction													$ -
3	Travel		$ 500.00										$ 500.00	$ 500.00
	OTHER DIRECT COSTS SUBTOTAL	$ -	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 500.00**	**$ 500.00**
	TOTAL	$ 4,490.23	$ 23,647.54	$ 7,819.36	$ 14,461.01	$ 8,272.73	$ 1,473.40	$ 10,516.80	$ 5,118.05	$ 4,702.12	**619**	**$ 80,001.24**	**$ 7,390.00**	**$ 87,391.24**

CITY OF MADERA
PURCHASING – CENTRAL SUPPLY

REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS AND DISCLOSURE STATEMENT

Product/service: Transit Systems Route Revision

Estimated Total Cost: $ 87,391.24

Proposed Vendor: WSP USA, Inc.

This form must accompany the purchase document whenever an exception to the competitive bidding process is requested. State and local laws subject the City to competitive bidding rules. Requests for goods and/r services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. City employees who have a business relationship with or financial interest in the recommended vendor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: X

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

See Attachment - D

3. Was an evaluation of other equipment, products, or services performed? ☐ Yes ☒ No

If yes, please provide all supporting documentation.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary. Each individual must submit a completed and signed Disclosure Statement (attached).

Ivette Iraheta Michelle Avalos David Huff

5. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

David Huff Digitally signed by David Huff Date: 2022.07.14 10:53:06 -07'00' 7.14.2022 / David Huff

Signature / Date Printed Name

Grants Department Grants Program Manager

Department Name Title

Purchasing Approvals

J. Stickman 07/14/2022

Procurement Services Manager / Date

DISCLOSURE STATEMENT TO ACCOMPANY REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS

Each individual involved in evaluating and/or in making a recommendation to purchase must complete, sign, and submit a Disclosure Statement with the applicable purchase document. Filing an annual statement of economic interest does not exempt an employee from this requirement. (Attach additional information if necessary.)

1. Please list any income or gifts you received from this company during the past 12 months:
   None
2. Please list any financial interests (stocks, shares, investments, etc.) you have in this company:
   None
3. Do you have any other type of business relationship with this company?
   No
4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company?
   No
5. Do you or any of your near relatives have any financial interest in this company?
   No
6. Please provide any additional information you believe should be disclosed at this time:
   None
7. I certify that the above information is true:

David Huff Digitally signed by David Huff Date: 2022.07.14 10:53:57 -07'00'

Signature

David Huff

Printed Name

7.14.2022

Date

Grants Program Manager

Title

Grants Department - Transit

David Huff, Program Manager

May 9, 2022

RE: Sole Source Justification for WSP USA, Inc. – Madera Transit Plan, Services Assessment – Phase II

This letter is being written to support the justification for the request of service from WSP USA, Inc. through the use of Sole Source. In November 2020, the City was awarded $100,000 through the Caltrans Sustainable Transportation Planning Grant for the "Madera Transit Plan – Services Assessment" (Project). The purpose of the project was to solely assess the City Transit System and to develop a set of standardized metrics. As work continued to progress, the City and WSP USA, Inc (Consultant) began to develop a draft of service changes for the enhancement of Transit Services to address deficiencies and areas of improvement.

The recommendations drafted were to address deficiencies often shared in multiple "Unmet Transit Needs" reports which are conducted annually by the Madera County Transportation Commission. Such deficiencies and/or service request were:

- Extended Hours of Operation
- Decrease Headway Times
- Weekend Service
- Efficient Systems
- User Friendly Service (Technology)
- Cleanliness

Due to the complexities of this project, the Madera Transit Plan has evolved into two categories labeled as Phase One and Phase Two. Phase One is to develop a set of guidelines and principles, performance measures, and standardized practices to assist the City Transit System with future growth and expansion. Phase Two will consist of the revision of routes and service expansions, community outreach, training, marketing, and implementation. To create a seamless transition and with an effort to not create any unacceptable delays, City staff is recommending extending the service of the Consultant for the implementation of Phase Two of the project.

The alternative would be to release an RFP to continue with the implementation of Phase Two but doing so would create a substantial duplication of cost and the procurement timeframe will cause a great delay in implementing the much need changes. The Consultant has provided a cost proposal for a total of $87,391.24 for the implementation of Phase Two and all expenses will be covered with the use of Local Transportation Funds.

Phase One includes a draft of the suggested route revisions is scheduled to be presented to Council in July 2022. If the recommendation to extend the services of the Consultant are approved, the expected delivery date of Phase Two with the implementation of new services is schedule for March 2023.

Sincerely,

David Huff

David Huff
City of Madera – Grants Department, Transit Program Manager

REPORT TO CITY COUNCIL

Approved by:

Jamie Hickman

Jamie Hickman, Interim Public Works Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: D-5

SUBJECT:

Grant Offer for Airport Improvement Program (AIP)

RECOMMENDATION:

Adopt a Resolution authorizing the City Manager to execute the Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0144-034-with the Federal Aviation Administration in the amount of $1,172,875

SUMMARY:

The Madera Municipal Airport has a scheduled airfield drainage improvements project which will begin construction at the end of 2023. This project will improve drainage at the airport, including runways, taxiways, aprons, and tee hangar areas. The goal is to carry storm water into a ditch and pipe drainage system in the infield between Runway 12-30 and Taxiway P (see Figure 1). Agee Construction Corporation was the low-bidder for this job.

In order to proceed with this project, the funding from the Federal Aviation Administration (FAA) must be accepted by the City via execution of the grant offer.

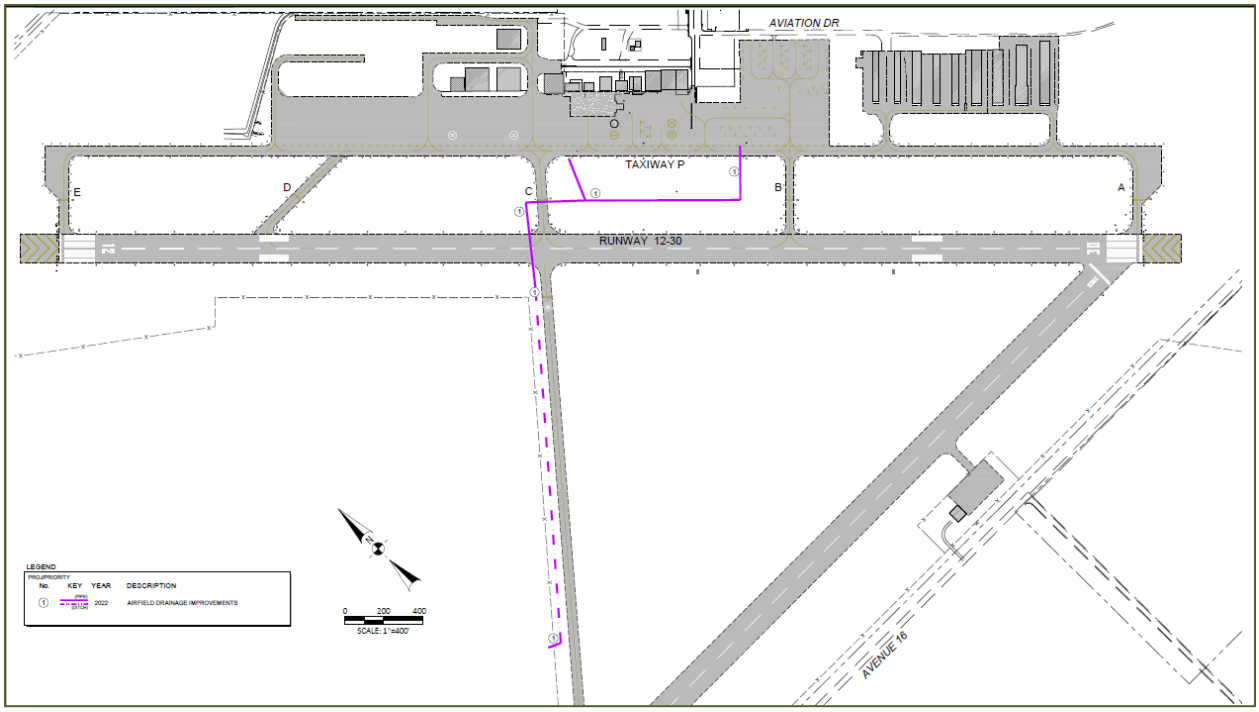


Figure 1 Airfield Drainage Sketch

DISCUSSION:

On July 14, 2022, the Madera Municipal Airport was notified of its eligibility to receive $1,172,875 from the Federal Aviation Administration. These funds cover the project costs listed by the contractor in Table 1.

At the time of bidding the total available FAA funding was not known. In order to provide the City the most flexibility to award the scope of the contract based on the contractor's pricing and the FAA's available funding, the project was separated into a Base Bid and Alternate No. 1.

Table 1: *Company Bid*			
Company	*Base Bid*	*Additive Alternate 1*	*Base Bid Plus Additive Alternate 1*
Agee Construction Corporation	$737,000	$305,095	$1,042,095

An internal selection committee reviewed the proposals and along with the City's airport engineering consultant, Brandley Engineering, determined that Agee Construction should be awarded the contract. Factors that were considered included the bid dollar amount, responsiveness, and bid completeness.

By executing the grant agreement, the City will be accepting the funding for the airport airfield drainage improvement project. However, to accept the grant, Council approval is required.

FINANCIAL IMPACT:

Funding for this project is being provided by the FAA. Said funds are earmarked for airport related activities.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this agreement is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

ALTERNATIVES:

If Council chooses not to adopt this Resolution, the City will lose out on the opportunity to acquire the funding and will delay the airfield drainage improvements at the airport.

ATTACHMENTS:

1. Resolution
2. Exhibit 1 –Grant Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AIRPORT RESCUE GRANT AGREEMENT WITH FEDERAL AVIATION ADMINISTRATION

WHEREAS, on July 14, 2022 the City of Madera was notified of its grant offer for Airport Improvement Program (AIP) Project No. 3-06-0144-034-2022 at Madera Municipal Airport; and

WHEREAS, the FAA approved the grant funding subject to execution of a grant agreement; and

WHEREAS, the purpose of the grant is to provide funding for the airfield drainage improvements project; and

WHEREAS, the City wishes to accept the terms of FAA's Grant offer.

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 grant offer with the Federal Aviation Administration which is attached as Exhibit 1 and incorporated herein by reference.
3. The Public Works Director or City Manager, or their designee is hereby authorized and empowered to execute the grant agreement in the name of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * * * * * * *

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region California

San Francisco Airports District Office: 1000 Marina Blvd, Ste 115 Brisbane, CA 94005-1863

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Dan Foss
Public Works Director
City of Madera
4020 Aviation Drive
Madera, CA 93637

Dear Mr. Foss:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0144-034-2022 at Madera Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **Expiration Date: tbd**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

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date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1 Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ron Biaoco, (405) 666-1062, ron.biaoco@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Laurie J. Suttmeier
Manager

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U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}
Airport/Planning Area	Madera Municipal Airport
FY2022 AIP Grant Number	3-06-0144-034-2022
Unique Entity Identifier	HGAUD831PLK1

TO: City of Madera
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 7, 2022, for a grant of Federal funds for a project at or associated with the Madera Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Madera Municipal Airport (herein called the "Project") consisting of the following:

New Apron and Taxiway Storm Water Drainage Upgrade

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,172,875.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 1,172,875 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

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2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before _____, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

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a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

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a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

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a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

      b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

   1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

   2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

   3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

   1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

   2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

      a. Associated with performance under this Grant; or

      b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

   1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

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2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 12/15/2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

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SPECIAL CONDITIONS

26. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).

27. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

    a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;

    b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

    c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{*Ttl_es_:signer1:title }}

(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

City of Madera

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __California__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

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1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

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aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4,5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

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k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

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document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

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9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

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h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

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revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

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2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

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sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

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to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Madera**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

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participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of April 7, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

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37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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REPORT TO CITY COUNCIL

Approved by:
Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022
Agenda Number: E-1

SUBJECT:

Discussion and Direction regarding a proposed Temporary Sewer Lift Station to serve the Villages at Almond Grove Specific Plan (Village D)

RECOMMENDATION:

This report is submitted for Discussion and Direction regarding a proposed Temporary Lift Station for a portion of The Villages at Almond Grove Specific Plan

SUMMARY:

Links Ranch is a 214-unit single-family residential subdivision that is a portion of the Villages at Almond Grove Specific Plan (aka Village D). Council may recall that Links Ranch was initially approved on November 3, 2021, while the related Specific Plan was approved by Council on April 20, 2022. Links Ranch is within the boundaries of this plan area. These actions altogether facilitated the annexation and development of 1,800 +/- acres of urban development.

As part of the Links Ranch approval, it was determined that there is sufficient capacity to temporarily tie into the Westberry Sewer Line until the Road 23 Sewer Trunk Line is installed. This was supported in a report from Akel Engineering, the City's consultant for the sewer master plan. That report, dated January 7, 2022 and titled, Sewer System and Water System Hydraulic Model Evaluations, analyzed the ability for development of Links Ranch and additional area of the Villages at Almond Grove to be accommodated by the Westberry Sewer Line. That report (**Exhibit C**) indicated that due to greater water use efficiency since the adoption of 2014 Sewer System Master Plan, there is capacity in the Westberry Sewer Trunk Line, that would permit the development of the initial portions of the Villages at Almond Grove prior to construction of the Road 23 Sewer Trunk Line under the Fresno River and connecting to the sewer plant.

As currently conditioned, upon the installation of the trunk line in Road 23, Links Ranch would be required to reverse sewer flows to Road 23. Because of the inefficiency of reversing sewer flow plus the high cost of installing the ultimate infrastructure well before full buildout, the Developer is proposing to install a temporary lift station within the plan area (**Exhibit A**). The temporary lift station will service up to 491 dwelling units and associated uses until development necessitates

the requirement of the installation and construction of the Road 23 Sewer Trunk Line. It is also noted that while Westberry line has capacity to accommodate some development, it is understood that it is a temporary solution and the permanent solution would still be required when development surpasses 491 units.

DISCUSSION:

The Road 23 Sewer Trunk Line is intended to serve the entire plan area of The Villages at Almond Grove and other development areas north and south of The Villages at Almond Grove. Implementation of the Infrastructure Master Plan for the Villages at Almond Grove requires the construction of two permanent lift stations to get the sewer flows south of the Fresno River. Once the flows go under the Fresno River, they will travel an additional 3 miles to the City's Wastewater Treatment Facility. Unfortunately, until the Road 23 Sewer Trunk Line is installed, options are limited.

As part of the Links Ranch approval, the Project was permitted to tie into the Westberry Trunk sewer main for sewer services on a *temporary* basis if an analysis from Akel Engineering showed capacity. The master developer commissioned a report from Akel Engineering to determine the capacity for sewer and water services for the initial portion of the Villages at Almond Grove. That study indicated that there is capacity in the Westberry Sewer Trunk Line due to lower demand since the adoption of 2014 Sewer System Master Plan. This underutilization would permit the development of the initial portions of the Villages at Almond Grove prior to construction of the Road 23 trunk line.

Unfortunately, grading the initial phases of The Villages at Almond Grove to gravity flow the sewer to the east to Westberry is not efficient when the ultimate solution is to flow to Road 23 to the west. Rather, the Developer is proposing to install a temporary lift station within The Villages at Almond Grove Project site **(see Exhibit A and B)** as a more effective and efficient temporary solution until the Road 23 Sewer Trunk Line is constructed. The lift station would be designed and constructed to all sewer pump station specifications and design requirements contained in the 2020 Sewer System Management Plan or as may be specified by the City.

A temporary lift station is preferred by the Developer to provide short term sewer service to an area with minimal public infrastructure. The alternative, which is the installation of a temporary sewer main, requires the main to be six feet deep. Given that the sewer line would need to be raised six feet in order to gravity feed the southern portion of the subdivision, the result is a 12-foot increase in elevation. This would create a valley-like aesthetic appearance. In contrast, the temporary lift station will allow for normal grades in the plan area and will not result in excessive and unsightly retaining walls (**Exhibit D**) and or incur a cost that could affect the feasibility of construction.

It should also be noted that the Temporary Lift Station will be installed by the Developer at no cost to the City and without reimbursement. Thus, it will not burden the existing rate payers in the City as it will be paid for by the residents through a temporary Community Facilities District (CFD). The operations and maintenance assessment will be set based on the estimate submitted to and approved by the City. Comparative analysis indicates that the annual operations and maintenance cost for a temporary lift station is $18,000, making the per unit cost $36.70 per

dwelling unit per year. Adding 20 percent contingency due to size of lift station and increases in costs would put the annual cost at $21,600, or $44.00 per dwelling unit per year for properties to be served by the temporary lift station (491 units). Further, the City would not need to maintain or service a permanent Sewer Trunk Line until the initial phases are constructed, which will translate into more residents paying into City fees before any maintenance or servicing is required.

It is further noted that the Developer will be responsible for abandoning the Temporary Lift Station and connecting the line to permanent facilities once the Road 23 trunk main is installed.

Other points to note:

1. The proposed CFD is temporary
2. The proposed CFD would only apply to those homes that connect to the Temporary Lift Station
3. This CFD would be paid as part of Property Taxes
4. Costs will be spread evenly over all residential units to be served by the temporary lift station (491 units)
5. CFD applies to the parcel, not the ratepayer
6. This CFD would be in addition to the Citywide CFD 2005-01
7. All operations, replacement, maintenance, including utility costs, will be paid for by the temporary CFD

Overall, the location of the temporary lift station will facilitate connection to the future backbone master plan sewer system for The Villages at Almond Grove.

Table 1 provides a summary of potential alternatives.

Table 1: *Potential Alternatives for a Temporary Lift Station (TLS)*

	Project without the benefit of a TLS	*Project with a TLS*
Aesthetics	Unsightly retaining walls	Even grade, no oversized retaining walls
Cost to existing customers	No additional cost	No additional cost
Cost to homeowners in Links Ranch	$10,500 (One time cost per house. Accounts for $18 per cubic yard for imported dirt and cost of retaining walls)	$826 (One time cost per house. Lower cost because there is no imported dirt)
Maximum costs per homeowner (ongoing)	N/A	$44 a year maintenance
Community Facilities District Notification to homeowners in Links Ranch	Part of sales contract disclosures	Part of sales contract disclosures
Cost to abandon the TLS	N/A	$35,000

Responsible Party for abandoning the TLS	N/A	Project developer installing the permanent lift station required of the Villages at Almond Grove Specific Plan.

FINANCIAL IMPACT:

The installation and operation of the temporary lift station will not have a negative financial impact to the City. The Developer will pay for installation, and it will not rely on funding or reimbursements from the City. The temporary lift station will ultimately be removed as part of the project installing the permanent lift station required of the Villages at Almond Grove Specific Plan.

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.

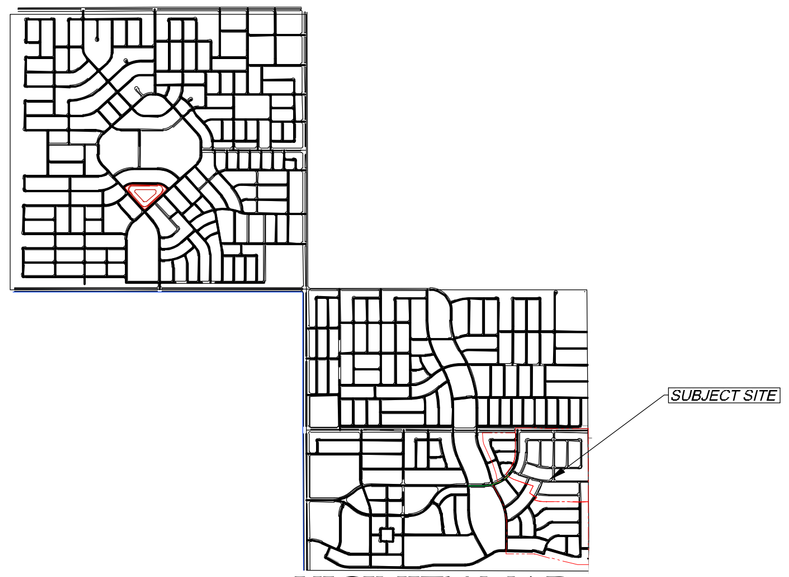
ALTERNATIVES:

This report is for Discussion and Direction.

ATTACHMENTS:

1. Exhibit A – Proposed Location of Temporary Lift Station
2. Exhibit B – Madera Master Planned Sewer Facilities
3. Exhibit C – Akel Report; Sewer System and Water System Hydraulic Model Evaluations for Links Ranch
4. Exhibit D – Conceptual Retaining Wall Exhibit

Exhibit A



VICINITY MAP
NOT TO SCALE



214
219
64

TOTAL UNITS = 497

SCALE 1" = 150'
0 75' 150' 300'

PLANNING ● SURVEYING ● CIVIL ENGINEERING
1234 O STREET, FRESNO, CALIFORNIA 93721
TEL: 559-449-4500 FAX: 559-449-4515
WWW.PRECISIONENG.NET

PRECISION CIVIL ENGINEERING, INC.

PROJECT TITLE: THE VILLAGES AT ALMOND GROVE
SHEET DESCRIPTION: FIRST 500 UNITS EXHIBIT
CITY OF: MADERA
COUNTY OF: MADERA

PREPARED FOR:
F, F, & F
PO BOX 2717
MERCED, CA 95344

REVISIONS

DRAWN BY: LC
CHECKED BY: DY
DATE: 03/28/2022

SHEET NUMBER:
1 OF 1

JOB NUMBER:
18-059.2

P:\CIVIL 3D PROJECTS\2018\18-059\DOCUMENTS\EXHIBITS\18-059 FIRST 500 LOTS EXHIBIT.DWG 3/28/2022 5:52:48 PM

Exhibit B

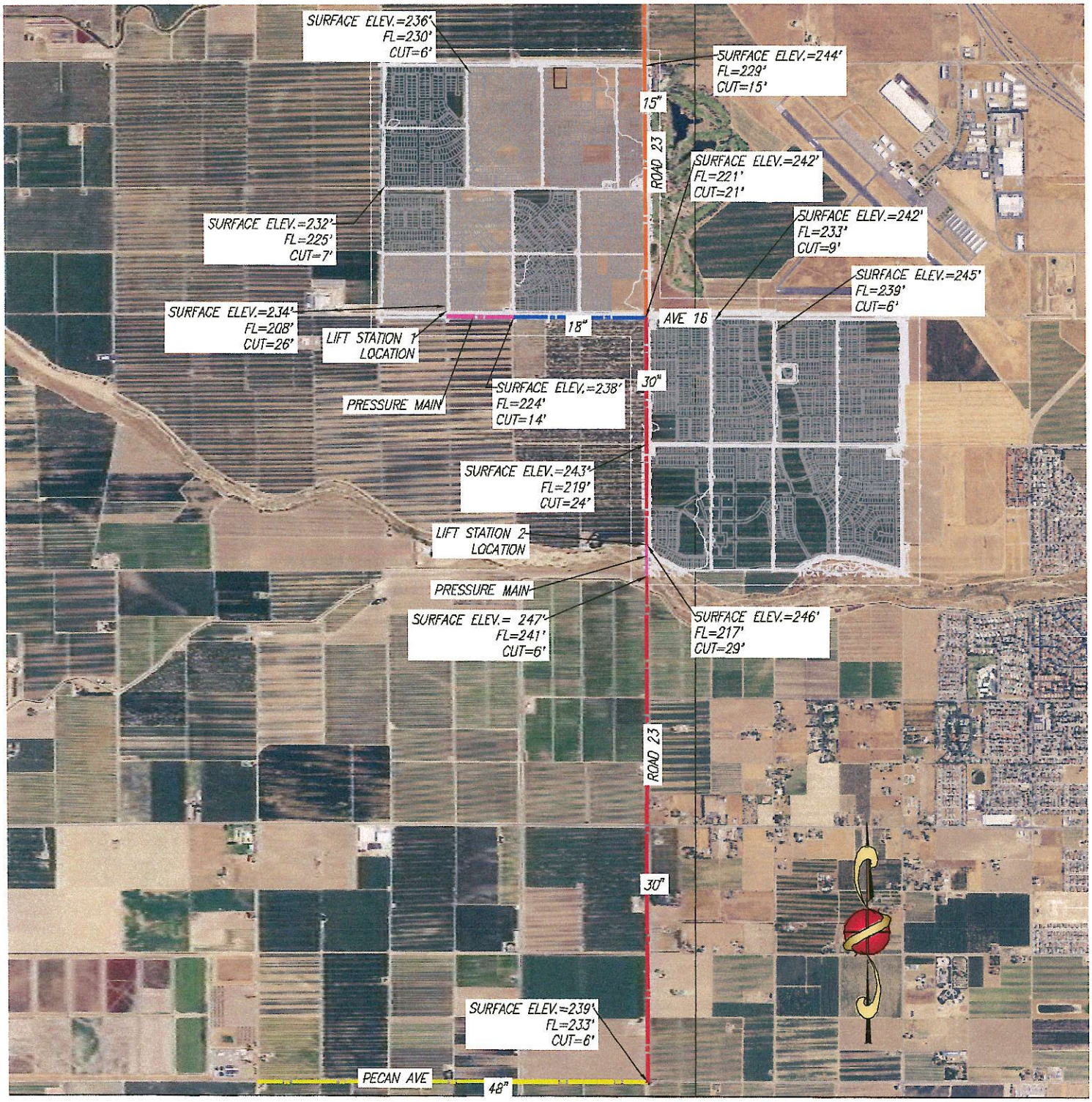

SURFACE ELEV.=236'
FL=230'
CUT=6'
SURFACE ELEV.=244'
FL=229'
CUT=15'
15"
ROAD 23
SURFACE ELEV.=242'
FL=221'
CUT=21'
SURFACE ELEV.=242'
FL=233'
CUT=9'
SURFACE ELEV.=245'
FL=239'
CUT=6'
SURFACE ELEV.=232'
FL=225'
CUT=7'
SURFACE ELEV.=234'
FL=208'
CUT=26'
LIFT STATION 1
LOCATION
18"
AVE 16
PRESSURE MAIN
SURFACE ELEV.=238'
FL=224'
CUT=14'
30"
SURFACE ELEV.=243'
FL=219'
CUT=24'
LIFT STATION 2
LOCATION
PRESSURE MAIN
SURFACE ELEV.= 247'
FL=241'
CUT=6'
SURFACE ELEV.=246'
FL=217'
CUT=29'
ROAD 23
30"
SURFACE ELEV.=239'
FL=233'
CUT=6'
PECAN AVE
48"

Exhibit C

Smart Planning Our Water Resources

AKEL
ENGINEERING GROUP, INC.

January 07, 2022

Precision Civil Engineering, Inc.
1234 O Street
Fresno, CA 93721

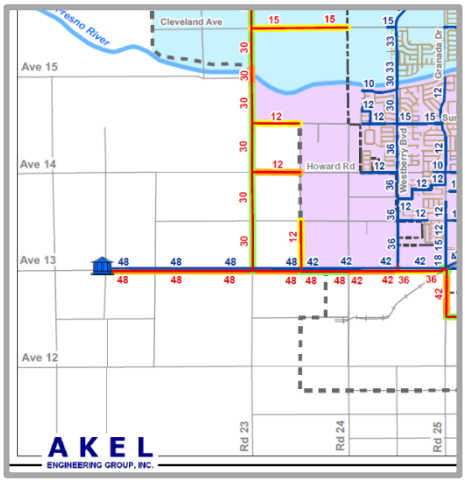
Attention: Ms. Lisette Cendejas, Project Engineer

Subject: Sewer System and Water System Hydraulic Model Evaluations for Links Ranch

The Links Ranch project is a proposed development located southeast of the intersection of West Cleveland Avenue (Avenue 15 ½) and the northward extension of Road 24. The purpose of this technical memorandum (TM) is to document the results of the hydraulic sewer and hydraulic water systems modeling analysis related to the Links Ranch project, and identifying the impacts of this development on the existing sewer and water systems.

Scope of Work

The scope of work included the following 2 tasks



- **Task 1 - Sewer System Hydraulic Analysis**: The 2014 Sewer System Master Plan (2104 SSMP) assigned the Links Ranch development area, along with other adjacent lands West of Westberry, to a future Road 23 sewer trunk. The 2014 SSMP indicated that the Wesberry trunk will be running at full capacity during buildout flows of its current service area, and thus could not accommodate additional flows from the west of Westberry Boulevard. The future Road 23 trunk is shown on the embedded figure.

  Water conservation efforts since the 2014 Sewer System Master Plan have resulted with significantly reduced system-wide flows, and thus providing an opportunity to route flows through the Westberry Trunk, from lands west of Westberry Boulevard, including the Links Ranch development.
  This task consisted of completing a hydraulic analysis to identify the remaining capacity in the existing Westberry sewer trunk during existing conditions, as well as during the buildout

conditions of the general plan. The remaining capacity is intended to be expressed in Equivalent Dwelling Units (EDUs), and to exclude the developments west of Westberry Boulevard.

- **Task 2 - Water System Hydraulic Analysis.** The 2014 Water System Master Plan indicates that a well site is needed within proximity to the Links Ranch development. The City of Madera has also been planning the construction of a new well at the Granada site, north of West Cleveland Avenue and west of Granada Drive. This task evaluated the adequacy of the Granada site to service the Links Ranch development, in lieu of another well near the Links Ranch development.

Links Ranch and Adjacent Relevant Developments

Links Ranch, as well as other adjacent relevant developments, were identified and mapped on the exhibits included in this Technical Memorandum. These developments, including Links Ranch, are summarized in the table included in this section, and total up to 1,039 dwelling units.

Development	Total No. of Dwelling Units	Units Tributary to Existing Westberry Trunk in 2014 SSMP	Units Tributary to Future Road 23 Trunk in 2014 SSMP
Melanie Meadows	172	172	0
Ranch Santa Fe	182	60	122
Villa de Roma *(now owned by School District)*	194	194	0
Links Ranch	214	0	214
Additional near Links Ranch	277	0	277
Additional south of Fresno River	137	0	137
Total	**1,176**	**426**	**750**

It should be noted that some of the listed developments were either fully or partially included as tributary to the Westberry Trunk in the 2014 SSMP, and as documented in this table.

The following developments were included in the 2014 SSMP, as tributary to the Westberry Trunk: Melanie Meadows at 172 units, Villa de Roma at 194 units, portions of Ranch Santa Fe (60 units), and totaling 426 units.

The remaining developments were assumed tributary to a future Road 23 Trunk, and thus not included as tributary to the Westberry Trunk in the 2014 SSMP: portions of Ranch Santa Fe at 122 units, Links Ranch at 214 units, and additional near Links Ranch at 277 units, an additional 137 units south of Fresno River, and totaling 750 units.

Sewer System Hydraulic Analysis and Recommendations

The sewer system hydraulic model flows were updated to reflect recent measured sewer flows at the wastewater treatment plant and to reflect more recent sewer flow monitoring along Pecan Avenue. Future flows were projected based on the 2014 Sewer System Master Plan land use assumptions, though with reduced flows reflecting the impact of water conservation.

The sewer system hydraulic analysis results are summarized on **Figure 1** and **Figure 2**., and for existing and buildout conditions, respectively. Each figure documents the remaining capacity to accommodate additional EDUs along the Westberry Trunk, between W. Cleveland Avenue and Pecan Avenue. **Figure 1** (Existing Conditions) indicates that the Westberry Trunk has sufficient capacity for an additional 15,225 EDUs in segment 2, downstream from the Links Ranch connection, and up to 24,360 EDUs in the lower segment before it joins the Pecan Trunk. **Figure 2** (Buildout Conditions) indicates that the excess capacity in segment 2 is reduced to 4,500 EDUs. This excess capacity at buildout reflects the efforts of water conservation efforts.

If should be noted that **Figure 2** included the 426 units west of Wesberry Boulevard (discussed and tabulated in the previous section), as tributary to the Westberry trunk, consistent with the 2014 SSMP.

Recommendations: **Figure 2** documents the excess capacities at the buildout of the Westberry Trunk service area, and excluding the 750 EDUs along the west side of Westberry Blvd. This updated hydraulic analysis, with results and remaining EDUs documented on **Figure 2,** indicate there is sufficient capacity to accommodate the 750 EDUs currently tributary to the future Road 23 Trunk (including Links Ranch), by re-routing them eastward to the Westberry Trunk, on a permanent basis.

It should be noted that this analysis did not include a review of the re-routing alignments for each of these individual development to the Wesberry Trunk. Also, lift stations are likely needed to route the flows eastward to the Westberry Trunk.

Water System Hydraulic Analysis and Recommendations

The water system hydraulic model demands were updated to reflect recent system wide production. Furthermore, this effort included updating the hydraulic model to add the pipelines within the Melanie Meadows area and Villa de Roma developments, and to evaluate fire flow adequacy without the construction of a new well within proximity to these subdivisions. Instead, the intent of this analysis is to evaluate if a future Granada Well site can address the supply needs of Links Ranch development.

Recommendations: The hydraulic analysis indicates the Granada Well site can support the Links Ranch development for supply and fire flow protection needs, and the following distribution main improvement requirements were identified and shown on **Figure 3**.

- Construct a new 12-inch water main, connecting the Granada Well site northward to an existing 12-inch water main on Granada Drive. This main is required for redundancy.
- Replace the existing 8-inch water main on Granada Drive, and between West Cleveland Avenue and the Granada Well Site, with a new 12-inch water main.

- Requirements for New Supply Wells. It should be noted that a System Wide Supply analysis (Draft No. 2 dated December 2021) indicates that the City needs to construct new supply wells to support any future developments. Thus, the construction of the Granada Well site, and integrating it into the water system, is considered a requirement for Links Ranch or any other future development.

In lieu of the Granada Well site, a new well site within closer proximity to the links Ranch, as stipulated in the 2014 Water System Master Plan, would also be a feasible alternate.

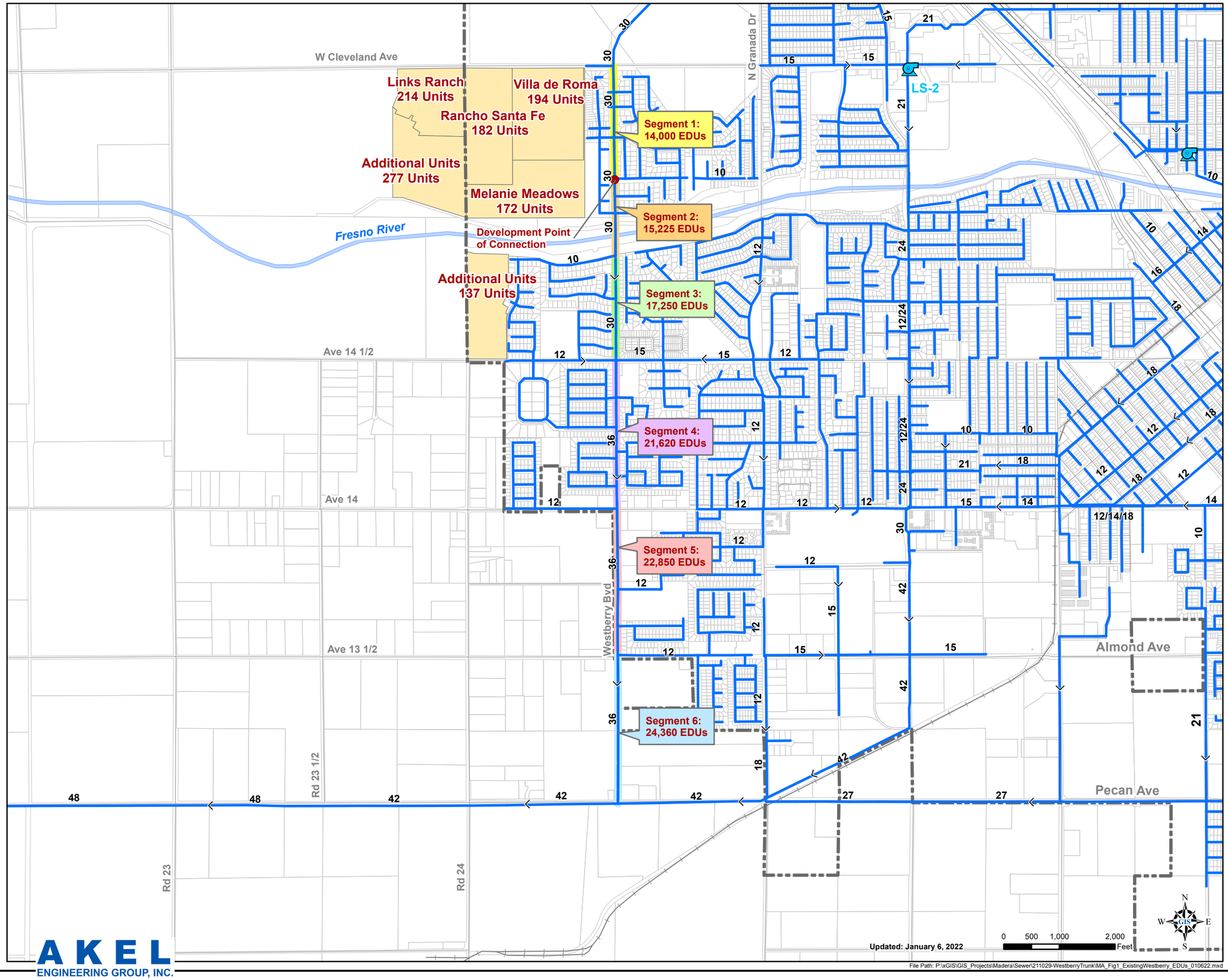
Respectfully submitted,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Senior Principal

Cc: Keith Helmuth, City of Madera City Engineer

FIGURES



Legend

- Planned Pipe Improvements
- Potential Tributary Developments

Existing System

- WWTP
- Lift Stations
- Pipes

Westberry Trunk

- Segment 1
- Segment 2
- Segment 3
- Segment 4
- Segment 5
- Segment 6

14,000 EDUs — Available Capacity in EDUs

- Streets
- Railroads
- City Limits
- Parcels

Notes:

1. Available Capacity in EDUs was based on 310 gpd/EDU
2. 750 EDUs from the identified developments were excluded from analysis, per 2014 SSMP.

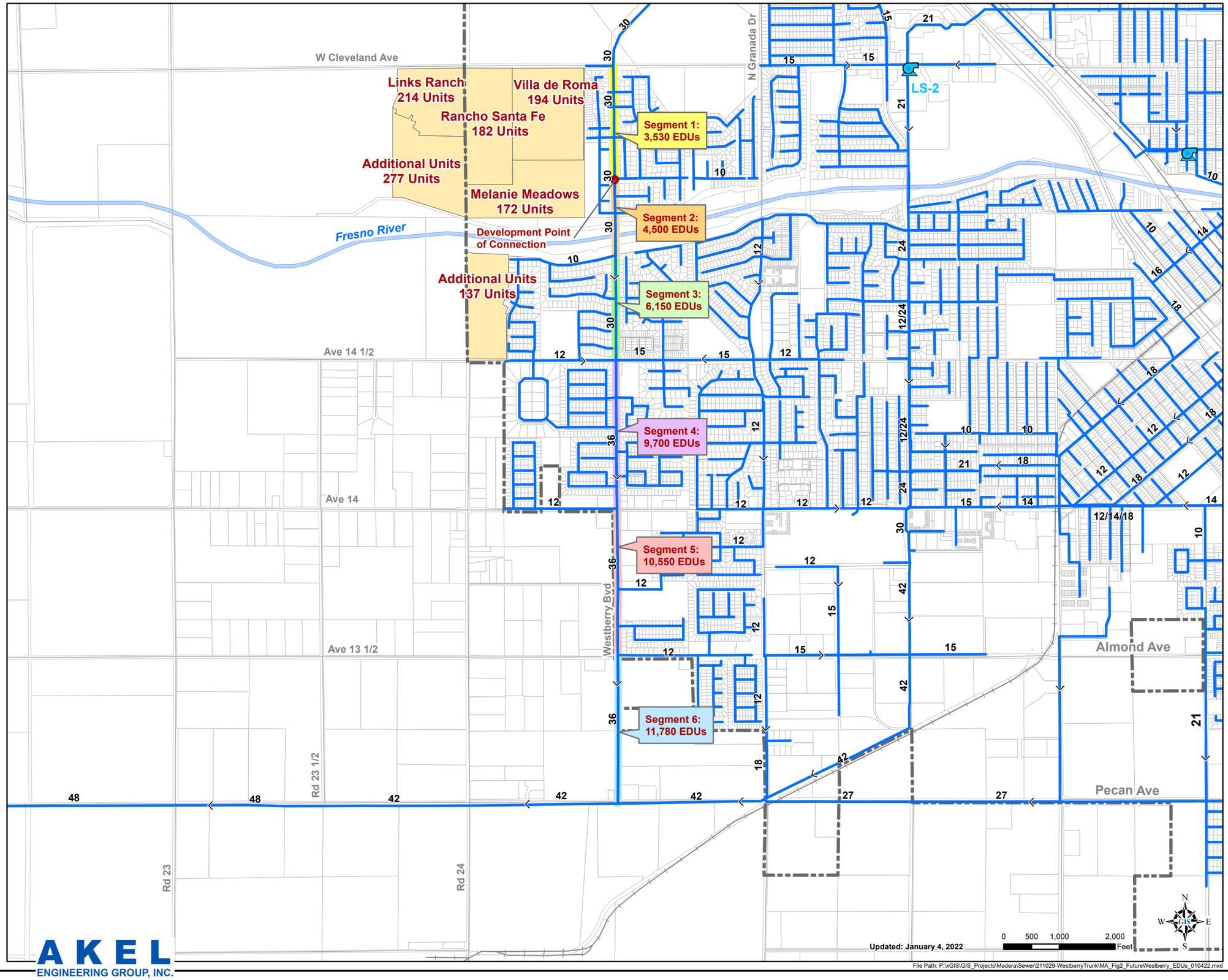
PRELIMINARY

Figure 1
Remaining EDUs for Westberry Trunk, Existing Flows

Sewer System Hydraulic Analysis
City of Madera

The City of MADERA

AKEL ENGINEERING GROUP, INC.



Legend

- Planned Pipe Improvements
- Potential Tributary Developments

Existing System

- WWTP
- Lift Stations
- Pipes

Westberry Trunk

- Segment 1
- Segment 2
- Segment 3
- Segment 4
- Segment 5
- Segment 6

14,000 EDUs — Available Capacity in EDUs

- Streets
- Railroads
- City Limits
- Parcels

Notes:

1. Available Capacity in EDUs was based on 310 gpd/EDU
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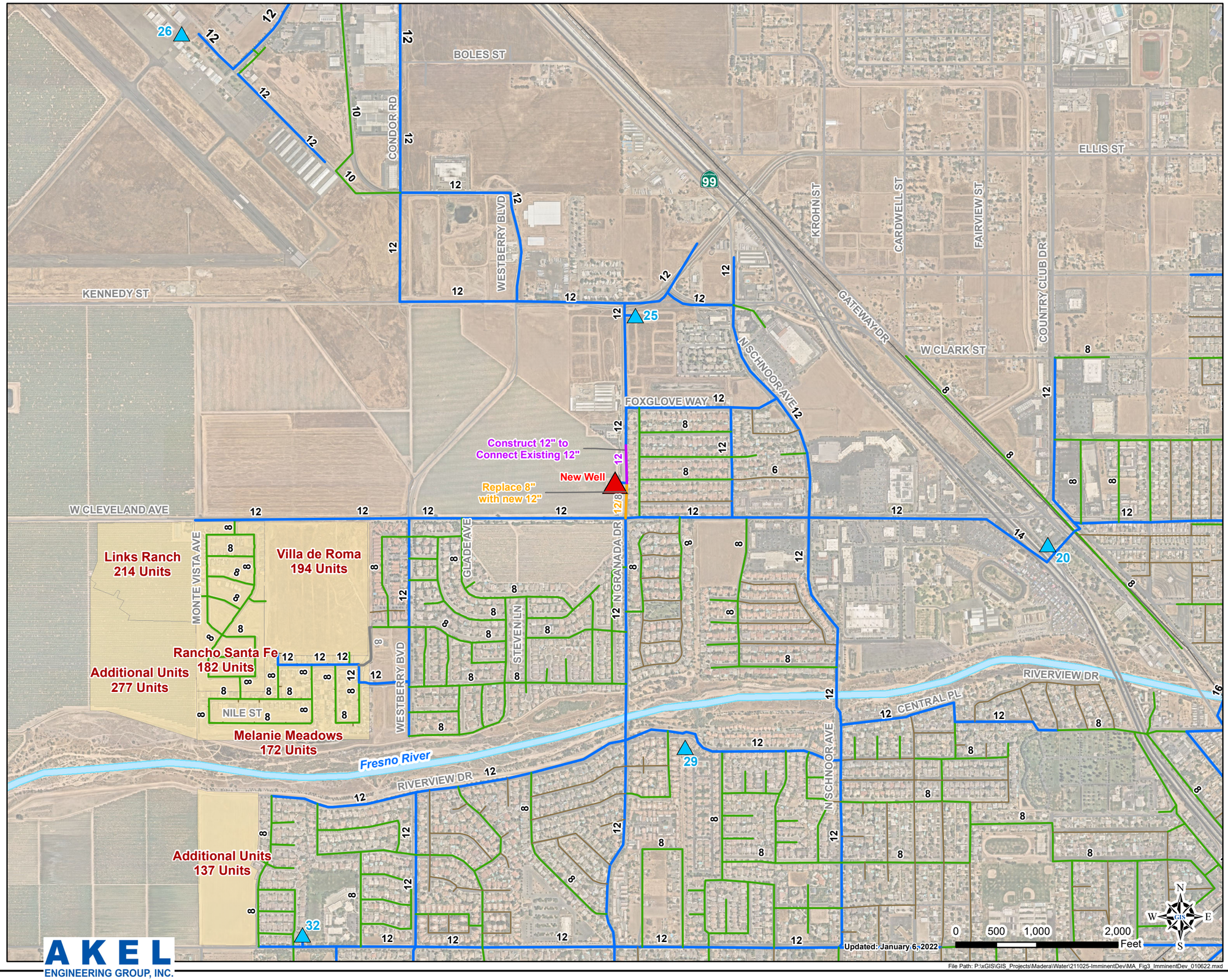
PRELIMINARY

Figure 2
Remaining EDUs for Westberry Trunk, Buildout Flows

Sewer System Hydraulic Analysis
City of Madera

The City of MADERA

AKEL ENGINEERING GROUP, INC.



Legend

Proposed System

- Wells
- Pipeline Replacement
- New Construction Pipeline
- Pipeline To be Abandoned

Existing System

- Wells

Pipes by Diameter

- 6" or Smaller
- 8" - 10"
- 12" or Larger
- City Limits
- Railroads
- Streets
- Fresno River

PRELIMINARY

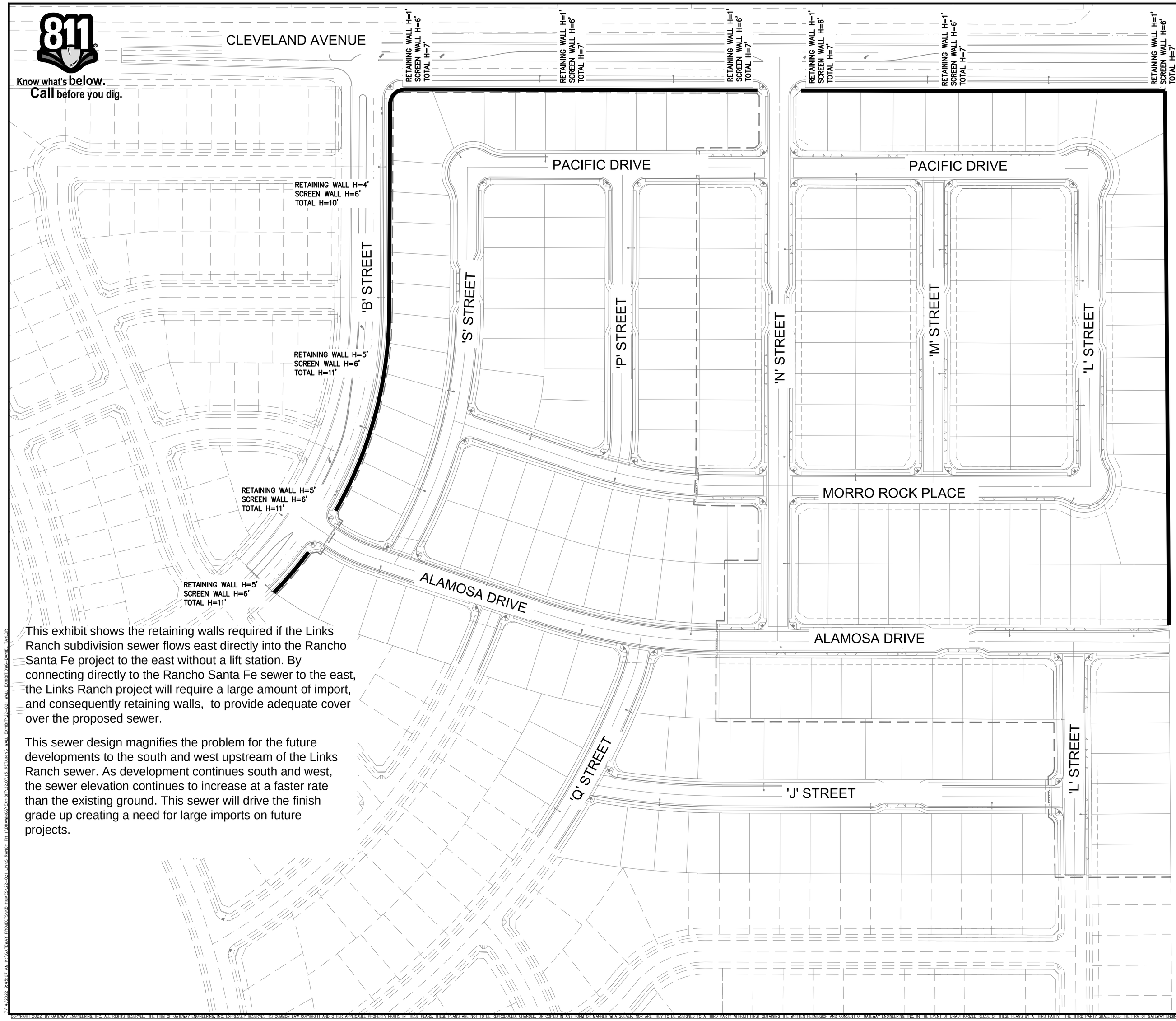
Figure 3
Required Improvements for Granada Well Site

Water System Hydraulic Analysis
City of Madera

AKEL ENGINEERING GROUP, INC.

The City of MADERA

Exhibit D



This exhibit shows the retaining walls required if the Links Ranch subdivision sewer flows east directly into the Rancho Santa Fe project to the east without a lift station. By connecting directly to the Rancho Santa Fe sewer to the east, the Links Ranch project will require a large amount of import, and consequently retaining walls, to provide adequate cover over the proposed sewer.

This sewer design magnifies the problem for the future developments to the south and west upstream of the Links Ranch sewer. As development continues south and west, the sewer elevation continues to increase at a faster rate than the existing ground. This sewer will drive the finish grade up creating a need for large imports on future projects.

N

SCALE IN FEET
0 40 80 160

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405 PARK CREEK DRIVE, CLOVIS, CA 93611-4435

DATE: 07/14/2022

LINKS RANCH PHASE 1
IMPROVEMENT PLANS
KB HOME

POTENTIAL RETAINING WALL EXHIBIT

REV No.	DESCRIPTION	DATE

ENGINEER:
LICENSE NO:
DRAWN BY:
CHECKED BY:
SCALE: AS SHOWN
PROJECT NO: 22-021
SHEET 1 1

Know what's below. Call before you dig.
7/14/2022 9:45:07 AM K:\GATEWAY PROJECTS\KB HOME\22-021 LINKS RANCH PH 1\DRAWINGS\EXHIBIT\22-021 RETAINING WALL EXHIBIT\22-021 RETAINING WALL EXHIBIT.DWG
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