



Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 16, 2020
6:00 p.m.

Council Chambers
City Hall

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 986 2559 2704# followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor David Hawes, The Well

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Proclamation Recognizing Jaswant Sing Khalra Day
3. Proclamation Recognizing the 210th Anniversary of the Mexican Independence Day
4. Small Business Pandemic Grant Program (Report by Bobby Kahn, Madera EDC)

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 – July 8, 2020, July 22, 2020

Recommendation: Approve the City Council Minutes of July 8, 2020 and July 22, 2020

B-2 Informational Report on Register of Audited Demands for August 22, 2020 to September 4, 2020

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service Expenditures

Recommendation: No Action Required (Report by Arnoldo Rodriguez)

B-4 Retroactive License Agreement with the County of Fresno to Reinstate an Expiring Agreement for Rack Space in the Police Annex Radio Equipment Room

Recommendation: Adopt a Resolution Approving a Retroactive License Agreement with the County of Fresno to Reinstate an Expiring Agreement for \$160 per month for Rack Space in the Police Annex Radio Equipment Room (Report by Mark Souders)

B-5 Community Development Block Grant (CDBG) COVID-19 Agreements with Subrecipients

Recommendation:

- 1) Adopt a Resolution Approving a 2020/21 Community Development Grant Subrecipient Agreement for Services (\$156,000) with the Madera County Economic Development Commission; and
- 2) Adopt a Resolution Approving a 2020/21 Community Development Block Grant Subrecipient Agreement for Services (\$90,000) with the Community Action Partnership of Madera County; and
- 3) Adopt a Resolution Approving a 2020/21 Community Development Block Grant Subrecipient Agreement for Services (\$55,000) with the Madera Downtown Association; and

- 4) Adopt a Resolution Approving a 2020/21 Community Development Block Grant Subrecipient Agreement for Services (\$185,338) with the Madera Coalition for Community Justice (Report by Ivette Iraheta)

C. PUBLIC HEARINGS: None

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

D-1 Project Authorization Agreement with Aviation Managing Consulting Group (AMCG) for Co-Pilot (CAT II) Program

Recommendation: Adopt a Resolution Approving the Project Authorization Agreement with AMCCG for Co-Pilot (CAT II) Program Airport Management Support (Report by Daniel Foss)

D-2 Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane

Recommendation: Adopt a Resolution Approving an Agreement with Peters Engineering Group (PEG) in the Amount of \$31,075 for Professional Engineering Services and Authorizing Optional Services up to \$3,000 for a Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS:

E-1 Cannabis Tax Measure

Recommendation: Update on Information to Public Regarding Measure R (Report by Arnaldo Rodriguez)

E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Deliberation and Direction Given from Council (Report by Arnaldo Rodriguez)

E-3 Seek Direction Regarding the October 7, 2020 City Council Regular Meeting

Recommendation: Deliberation and Direction Given from Council (Report by Arnaldo 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:

G-1 Public Employee Performance Evaluation – Pursuant to Government Code Section §54957(b)(1)

Title: City Clerk

G-2 Conference with Legal Counsel – Existing Litigation Pursuant to Government Code §54956.9(d)(1)


Name of Case: 1. City of Madera v. Kalmajit Kaur, Ajmer Singh, Carmen Trevino and First Transit, Inc., Fresno County Superior Court Case No. 20 CECG02461

2. Rosario Nava v. Kalmajit Kaur, Ajmer Singh, Carmen Trevino, First Transit, Inc. City of Madera, Fresno County Superior Court Case No. 19CECG00888

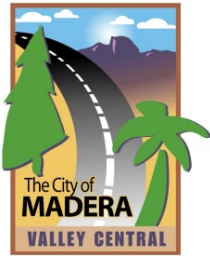
ADJOURNMENT: – Next regular meeting on October 7, 2020

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, 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 September 16, 2020 near the front entrances of City Hall and on the City's website www.madera.gov at 6:00 p.m. on September 10, 2020.



Alicia Gonzales, City Clerk



RETURN TO AGENDA

Item:	B-1
Minutes for:	07/08/2020
Adopted:	09/16/2020

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

July 8, 2020
6:00 p.m.

Council Chambers
City Hall

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-9128 enter ID: 926 6206 5347, password: 999902. Comments were also accepted via email at citycouncilpubliccomment@madera.gov and 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 Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

Absent: None

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales and Finance Director Roger Sanchez.

INVOCATION: Councilmember Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda. Speakers should limit their comments to three (3) minutes.

DJ Becker commented on the City not doing anything to recover the costs of the municipal well contamination and instead discovered that the City's current plan is to pass the \$21,000,000 (twenty-one million) cost of drilling new wells to the struggling ratepayers.

No other comments were given.

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

A-1 Letter of Support on Behalf of the Madera County Transportation Commission Grant Application for the Trade Corridor Enhancement Program (Report by Arnoldo Rodriguez)

Recommendation: Approve a Minute Order to Support the Madera County Transportation Commission Grant Application for the Trade Corridor Enhancement Program

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

A-2 Certification Form for Receipt of CARES Act Funds from the State of California and All Related Documents (Report by Roger Sanchez)

Recommendation: Authorize the Mayor to Execute the Certification Required for Receipt of CARES Act Funding Allocated by the State of California and All Related Documents Required, the City would be Eligible for up to \$807,688

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-2 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B. ADMINISTRATIVE REPORTS

B-1 Sister City Yi-Lan, Taiwan Mask Donation Distribution (Report by Arnoldo Rodriguez)

Recommendation: Deliberation and Direction Given from Council

ADJOURNMENT – The meeting was adjourned at 6:38 p.m. Next regular meeting July 15, 2020.

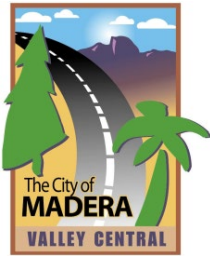
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



Item:	B-1
Minutes for:	07/22/2020
Adopted:	09/16/2020

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

**July 22, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833 enter ID: 966 7191 0650#, followed by *9 on your phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov and 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 Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4 (Arrived at 6:10 p.m.)
Councilmember Donald E. Holley, District 6

Absent: None

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Engineer Keith Helmuth, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Grants Program Manager David Dybas and Communications Specialist Joseph Carrello.

INVOCATION: Councilmember Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda. Speakers should limit their comments to three (3) minutes.

No public comment was given.

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

A-1 2020/2024 Consolidated Plan, 2020/2024 Analysis of Impediments to Fair Housing Choice and the 2020/2021 Action Plan, and 2020/2021 Action Plan Final Funding Allocations (Report by Ivette Iraheta)

Recommendation: Conduct the Public Hearing and Adopt a Resolution Approving the 2020/2024 Consolidated Plan (Con Plan), Approving the 2020/2024 Analysis of Impediments to Fair Housing Choice (AI), Approving the 2020/2021 Action Plan and Final Funding Allocations, and Authorizing the City Manager to sign the Related Certifications

No public comment given.

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

ADJOURNMENT – The meeting was adjourned at 6:21 p.m. Next regular meeting August 5, 2020.

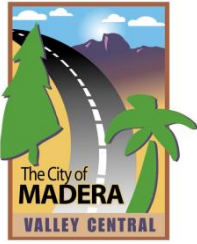
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

[Signature]

Department Director

[Signature]

City Manager

Council Meeting of: September 16, 2020

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for August 22, 2020 to September 4, 2020.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of August 22, 2020 to September 4, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	27521 - 27644	\$2,109,856.28

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$571,689.79
<i>SDI</i>	EDD	\$2,050.78
<i>CalPERS Payment</i>	CalPERS	\$128,996.68

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 and Fiscal Year 2020/2021 budgets 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 2019/2020 and 2020/2021 budgets.

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
September 16, 2020

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27521	08/25/2020	ENGINEERING	DRAINAGE	2NDNATURE SOFTWARE INC	STORM WATER MANAGEMENT LICENSE	\$ 3,198.00
27522	08/25/2020	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE AUGUST 2020	\$ 93.00
27523	08/25/2020	HR	BUILDING	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL SEPT 2020	\$ 1,114.97
27524	08/25/2020	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 16.84
27524	08/25/2020	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 94.56
27524	08/25/2020	FINANCE	COMM & REC	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 13.00
27524	08/25/2020	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 22.08
27524	08/25/2020	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 579.21
27524	08/25/2020	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 171.71
27524	08/25/2020	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 361.94
27524	08/25/2020	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 831.00
27524	08/25/2020	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 191.16
27524	08/25/2020	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 20.88
27524	08/25/2020	FINANCE	WATER OPS	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 280.46
27524	08/25/2020	FINANCE	WATER QUALITY	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 166.44
27524	08/25/2020	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	07/20 UNIFORM SERVICES	\$ 293.08
27525	08/25/2020	FINANCE	AIRPORT OPS	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 584.04
27525	08/25/2020	FINANCE	BUILDING	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 118.85
27525	08/25/2020	FINANCE	CITY ATTORNEY	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 38.71
27525	08/25/2020	FINANCE	CITY CLERK	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 32.60
27525	08/25/2020	FINANCE	CODE ENF	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 651.27
27525	08/25/2020	FINANCE	COMM & REC	AT&T	07/20 CALNET 3 SERVICE 9391026396	\$ 137.37
27525	08/25/2020	FINANCE	COMM & REC	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 1,819.35
27525	08/25/2020	FINANCE	COMPUTER MAINT	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 122.92
27525	08/25/2020	FINANCE	ENGINEERING	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 273.00
27525	08/25/2020	FINANCE	FINANCE	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 93.04
27525	08/25/2020	FINANCE	FIRE	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 1,168.76
27525	08/25/2020	FINANCE	GRANT OVERSIGHT	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 114.09
27525	08/25/2020	FINANCE	HR/RISK MGT	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 77.42
27525	08/25/2020	FINANCE	PD ADMIN	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 651.27
27525	08/25/2020	FINANCE	PLANNING	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 99.83
27525	08/25/2020	FINANCE	SR CITIZEN	AT&T	07/20 CALNET 3 SERVICE 9391026403	\$ 24.85
27525	08/25/2020	FINANCE	SR CITIZEN	AT&T	07/20 CALNET 3 SERVICE 9391026398	\$ 22.02
27525	08/25/2020	FINANCE	UB - GARBAGE	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 226.82

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27525	08/25/2020	FINANCE	UB - SEWER	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 226.82
27525	08/25/2020	FINANCE	UB - WATER	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 453.65
27525	08/25/2020	FINANCE	MEAS K - PD	AT&T	07/20 CALNET 3 SERVICE 9391059143	\$ 1,096.86
27525	08/25/2020	FINANCE	MEAS K - PD	AT&T	07/20 CALNET 3 SERVICE 9391026401	\$ 22.02
27525	08/25/2020	FINANCE	CITY MANAGER	AT&T	07/20 CALNET 3 SERVICE 831-000-6408 576	\$ 38.71
27526	08/25/2020	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL SEPT	\$ 183.00
27527	08/25/2020	PURCHASING	PURCHASING	BRIGGS MARKETING INC.	ANNUAL PHONE SUPPORT & UPGRADES	\$ 595.00
27528	08/25/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 178.50
27528	08/25/2020	WWTP	WWTP	BSK ASSOCIATES	GROUND WATER MONITORING	\$ 1,226.00
27529	08/25/2020	ENGINEERING	MEAS T - ENVIRO	CALIFORNIA DEPT OF FISH AND WILDLIFE	EXTENSION FEE BIKE TRAIL AT GATEWAY AND UPRR	\$ 610.25
27530	08/25/2020	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE- CHIEF'S OFFICE	\$ 213.10
27531	08/25/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	SMART IRRIG REBATE APPLY TO UB ACCT	\$ 99.00
27531	08/25/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET INSTALLS REBATES APPLY TO UB ACCT	\$ 100.00
27531	08/25/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
27531	08/25/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH REBATE APPLY TO UB ACCT	\$ 175.00
27532	08/25/2020	FINANCE	COMPUTER MAINT	COMCAST	08/14/20-9/13/20 SVS 8155500320092096	\$ 127.51
27533	08/25/2020	WATER	WATER OPS	CORRPRO COMPANIES, INC.	YEARLY WATER TOWER INSPECTION	\$ 945.00
27534	08/25/2020	GRANTS	TRANS - FIXED	DIEBERTS CREATIVE COPY INC	MAX & DAR TICKETS	\$ 433.00
27534	08/25/2020	GRANTS	TRANS - DAR	DIEBERTS CREATIVE COPY INC	MAX & DAR TICKETS	\$ 1,190.75
27535	08/25/2020	GRANTS	CDBG ADMIN	CRESCENDO CONSULTNG GROUP, LLC	CONSULTING SERVICES	\$ 10,000.00
27536	08/25/2020	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	AUGUST 2020 NEWSLETTER	\$ 295.79
27536	08/25/2020	UB - WATER	UB - SEWER	DATAPROSE, LLC	AUGUST 2020 NEWSLETTER	\$ 295.79
27536	08/25/2020	UB - WATER	UB - WATER	DATAPROSE, LLC	AUGUST 2020 NEWSLETTER	\$ 591.59
27537	08/25/2020	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 1,371.00
27538	08/25/2020	PW ADMIN	COMPUTER MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 25.00
27538	08/25/2020	PW ADMIN	FACILITIES MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 47.50
27538	08/25/2020	PW ADMIN	FLEET MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 47.50
27538	08/25/2020	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 50.00
27538	08/25/2020	PW ADMIN	SEWER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 56.67
27538	08/25/2020	PW ADMIN	TRANS - FIXED	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 20.00
27538	08/25/2020	PW ADMIN	TRANS - DAR	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 20.00
27538	08/25/2020	PW ADMIN	WATER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 56.67
27538	08/25/2020	PW ADMIN	PURCHASING	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 25.00
27538	08/25/2020	PW ADMIN	SOLID WASTE	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	\$ 56.66
27538	08/25/2020	SEWER	SEWER OPS	DIAMOND COMMUNICATIONS	AUGUST TELEPHONE ANSWERING SERVICE	\$ 115.00
27539	08/25/2020	HR	INS/RISK MGT	EBIX, INC.	RISK MANAGEMENT SOFTWARE USER TRAINING	\$ 330.00
27540	08/25/2020	ENGINEERING	ENGINEERING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 28.72

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27541	08/25/2020	CITY ADMIN	CENTRAL ADMIN	HINDERLITER, DE LLAMAS AND ASSOCIATES	CANNABIS CONSULTING SERVICES-JUNE 2020	\$ 7,500.00
27541	08/25/2020	CITY ADMIN	CENTRAL ADMIN	HINDERLITER, DE LLAMAS AND ASSOCIATES	CANNABIS CONSULTING SERVICES-MAY 2020	\$ 4,000.00
27541	08/25/2020	CITY ADMIN	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	CANNABIS CONSULTING SERVICES- JULY 2020	\$ 1,062.50
27542	08/25/2020	ENGINEERING	LTF - STREETS	KRAZAN & ASSOCIATES, INC.	CONSTRUCTION TESTING, INSPECTION, AND LAB	\$ 431.00
27542	08/25/2020	ENGINEERING	HIGHWAY SAFETY	KRAZAN & ASSOCIATES, INC.	CONSTRUCTION TESTING, INSPECTION, AND LAB	\$ 3,879.00
27543	08/25/2020	PARKS	AQUATICS	LINCOLN AQUATICS	CHLORINE	\$ 1,043.51
27544	08/25/2020	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	\$ 314.96
27545	08/25/2020	GRANTS	COMM PROMO	MADERA COUNTY E D C	REIMB FOR 2ND QTR SALARIES/EXPENSES	\$ 934.90
27545	08/25/2020	GRANTS	COMM PROMO	MADERA COUNTY E D C	REIMB FOR 3TH QTR SALARIES/EXPENSES	\$ 1,847.61
27546	08/25/2020	UB - WATER	PD ADMIN	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES JULY	\$ 888.50
27547	08/25/2020	FINANCE	PURCHASING	MADERA TRIBUNE	JOB RECRUITMENT	\$ 83.60
27547	08/25/2020	PURCHASING	PURCHASING	MADERA TRIBUNE	JOB RECRUITMENT	\$ 91.20
27548	08/25/2020	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	RAZOR BODY ARMOR	\$ 1,699.53
27549	08/25/2020	GRANTS	CALHOME	MEADOWS MOBILE HOME PARK	CALHOME RENT AND STORAGE FEES AUGUST 2020	\$ 950.33
27550	08/25/2020	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	LEGAL SERVICES JUNE 2020	\$ 10,602.00
27551	08/25/2020	ENGINEERING	MEAS T - ENVIRO	NIRANJALA KOTTACHCHI	PALEONTOLOGIAL SERVICES	\$ 75.00
27552	08/25/2020	GRANTS	GRANT OVERSIGHT	ONTRAC	OVERNIGHT SHIPPING	\$ 17.78
27553	08/25/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 1619119913-8	\$ 99.32
27553	08/25/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 5207933925-6	\$ 49.42
27553	08/25/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 8675479583-8	\$ 42.07
27553	08/25/2020	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	07/20 SERVICE 0443905948-8	\$ 9.86
27554	08/25/2020	PD	PD ADMIN	PACIFIC STORAGE COMPANY	SERVICE 36 INCH EXECUTIVE COSOLE	\$ 280.00
27555	08/25/2020	PARKS	GENERAL FUND	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 50.00
27555	08/25/2020	PARKS	PARKS	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 115.00
27555	08/25/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION- DUE TO COVID	\$ 25.00
27556	08/25/2020	GRANTS	CDBG PUBLIC SVS	PEQUENOS EMPRESARIOS	3RD QTR REIMBURSEMENT	\$ 19.45
27557	08/25/2020	UB - WATER	FINANCE	PHOENIX GROUP INFO SYS	JULY CITATIONS	\$ 285.00
27558	08/25/2020	PD	PD ADMIN	POLICE RECORDS AND INFORMATION MGT	CALIFORNIA PUBLIC RECORDS ACT SEMINAR	\$ 250.00
27559	08/25/2020	PD	PD ADMIN	PROFORCE	HANDGUN MOUNTED LIGHTS	\$ 2,398.05
27559	08/25/2020	PD	SUPP LAW ENF	PROFORCE	TASERS	\$ 6,024.12
27560	08/25/2020	ENGINEERING	MEASURE T - RTP	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 3,121.50
27561	08/25/2020	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRES BILL SEPT	\$ 59.50
27561	08/25/2020	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PD RETIREE MED BILL SEPT	\$ 116.00
27561	08/25/2020	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRES BILL SEPT	\$ 59.50
27561	08/25/2020	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PD RETIREE MED BILL SEPT	\$ 116.00
27562	08/25/2020	PD	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	\$ 930.00
27562	08/25/2020	PD	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	\$ 175.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27563	08/25/2020	SEWER	SEWER OPS	STRATEGIC INSIGHTS, INC.	CAPITAL PLANNING SOFTWARE RENEWAL	\$ 375.00
27564	08/25/2020	WWTP	WWTP	TERRAFORM POWER, LLC.	JULY ELECTRIC UTILITIES	\$ 17,232.60
27565	08/25/2020	WWTP	WWTP	SYNAGRO WEST, INC.	ENVIRONMENTAL AND ECOLOGICAL SERVICES	\$ 13,436.29
27566	08/25/2020	PD	PD ADMIN	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	\$ 139.00
27567	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 291.57
27568	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 144.66
27569	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 135.17
27570	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 174.14
27571	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 53.29
27572	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 219.38
27573	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 335.86
27574	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 176.71
27575	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 92.71
27576	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 81.21
27577	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 303.20
27578	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 135.79
27579	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 141.69
27580	08/25/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 176.37
27581	08/25/2020	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 430.80
27581	08/25/2020	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 281.14
27581	08/25/2020	FINANCE	AQUATICS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 106.78
27581	08/25/2020	FINANCE	AQUATICS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 34.67
27581	08/25/2020	FINANCE	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 494.68
27581	08/25/2020	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,164.04
27581	08/25/2020	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,283.39
27581	08/25/2020	FINANCE	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,007.78
27581	08/25/2020	FINANCE	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 11.91
27581	08/25/2020	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 53.65
27581	08/25/2020	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 121.42
27581	08/25/2020	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ (772.79)
27581	08/25/2020	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 374.99
27581	08/25/2020	FINANCE	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 143.48
27581	08/25/2020	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,109.53
27581	08/25/2020	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,186.25
27581	08/25/2020	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 6.50
27581	08/25/2020	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 474.00
27581	08/25/2020	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 924.38

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27581	08/25/2020	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 2,641.46
27581	08/25/2020	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 20.74
27581	08/25/2020	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 204.50
27581	08/25/2020	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 4,803.94
27581	08/25/2020	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 4,643.63
27581	08/25/2020	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 2,834.68
27581	08/25/2020	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 2,901.56
27581	08/25/2020	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 819.85
27581	08/25/2020	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 11,673.01
27581	08/25/2020	FINANCE	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 134.53
27581	08/25/2020	FINANCE	GRAFFITI	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 83.97
27581	08/25/2020	FINANCE	GRAFFITI	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 2,393.05
27581	08/25/2020	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,040.18
27581	08/25/2020	FINANCE	INTERMODAL	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 86.32
27581	08/25/2020	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 4,692.16
27581	08/25/2020	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 494.47
27581	08/25/2020	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,623.10
27581	08/25/2020	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 8,818.16
27581	08/25/2020	FINANCE	PD ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 3,478.78
27581	08/25/2020	FINANCE	PD ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 2,288.44
27581	08/25/2020	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 903.48
27581	08/25/2020	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,928.00
27581	08/25/2020	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 2,034.51
27581	08/25/2020	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,454.41
27581	08/25/2020	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 356.03
27581	08/25/2020	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 714.64
27581	08/25/2020	FINANCE	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 6,366.39
27581	08/25/2020	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 585.28
27581	08/25/2020	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 2,680.40
27581	08/25/2020	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 1,334.70
27581	08/25/2020	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 119.06
27581	08/25/2020	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 382.40
27581	08/25/2020	FINANCE	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 84.15
27581	08/25/2020	FINANCE	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 84.15
27581	08/25/2020	FINANCE	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 84.16
27581	08/25/2020	FINANCE	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 2,845.43
27581	08/25/2020	FINANCE	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 2,272.72

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27581	08/25/2020	FINANCE	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 245.36
27581	08/25/2020	FINANCE	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 470.32
27581	08/25/2020	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 3,670.66
27581	08/25/2020	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 5,583.95
27581	08/25/2020	FINANCE	TIRE AMNESTY	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 282.33
27581	08/25/2020	FINANCE	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 77.17
27581	08/25/2020	FINANCE	ZONE 12	US BANK CORPORATE PAYMENT SYSTEMS	07/20 CAL-CARD CHARGES	\$ 207.97
27582	08/25/2020	PD	MEAS K - PD	WATCHGUARD VIDEO	CONSOLE FACEPLATE	\$ 221.91
27583	08/25/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	FINAL MAP REVIEW	\$ 1,480.00
27583	08/25/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	VARBELLA ESTATES PHASE II FINAL MAP CHECK	\$ 1,890.00
27583	08/25/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	VARBELLA ESTATES PHASE II ENG PLAN CHECK	\$ 1,847.50
27584	09/01/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	\$ 1,118.37
27585	09/01/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ADMIN FEES FOR AUGUST 2020	\$ 180.00
27586	09/01/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ASI MEDICAL PART A FOR CLAIMS AUG PAYROLL	\$ 28,611.57
27587	09/01/2020	HR	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE APRIL 2020	\$ 21.50
27587	09/01/2020	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE APRIL 2020	\$ 258.00
27587	09/01/2020	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE APRIL 2020	\$ 3,891.50
27587	09/01/2020	HR	PD ADMIN	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE APRIL 2020	\$ 21.50
27588	09/01/2020	HR	INS/RISK MGT	AMERITAS LIFE INSURANCE CORP.	SEPTEMBER 2020 DENTAL INSURANCE	\$ 470.36
27588	09/01/2020	HR	PAYROLL TRUST	AMERITAS LIFE INSURANCE CORP.	SEPTEMBER 2020 DENTAL INSURANCE	\$ 13,930.84
27589	09/01/2020	WATER QUALITY	WATER OPS	THIRKETTLE CORPORATION	SENSUS ANALYTICS SETUP AND TRAINING	\$ 5,400.00
27590	09/01/2020	PD	MEAS K - PD	ARNOLD, JOSIAH	PRINCIPLED POLICING TRAINING	\$ 99.00
27591	09/01/2020	FINANCE	SEWER OPS	AT&T	08/20 CALNET 3 SERVICE 9391031570	\$ 208.61
27591	09/01/2020	FINANCE	MEAS K - PD	AT&T	08/20 CALNET 3 SERVICE 9391020514	\$ 164.68
27592	09/01/2020	BUILDING	BUILDING	BLDING/PLAN REFND	REIMBURSE CANCELLED PERMIT	\$ 656.26
27592	09/01/2020	BUILDING	GENERAL FUND	BLDING/PLAN REFND	REIMBURSE CANCELLED PERMIT	\$ 6.12
27593	09/01/2020	FACILITIES	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 156.00
27593	09/01/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 857.50
27594	09/01/2020	PD	MEAS K - PD	BUSHEY, SHAWN	SLI CLASS 448 SESSION 5	\$ 231.00
27595	09/01/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,671.66
27596	09/01/2020	FACILITIES	UB - WATER	CALIFORNIA CLIMATE CONTROL, INC.	HVAC REPAIR	\$ 409.05
27596	09/01/2020	WWTP	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	AC REPAIR	\$ 379.75
27597	09/01/2020	ENGINEERING	ROADS CAPITAL	CA SURVEYING AND DRAFTING SUPPLY	SUBSCRIPTION FEE JULY 2020	\$ 420.00
27598	09/01/2020	FINANCE	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 26.41
27598	09/01/2020	FINANCE	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 5.09
27598	09/01/2020	FINANCE	CITY ATTORNEY	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 0.57
27598	09/01/2020	FINANCE	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 86.69

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27598	09/01/2020	FINANCE	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 341.05
27598	09/01/2020	FINANCE	COMPUTER MAINT	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 9.39
27598	09/01/2020	FINANCE	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 466.70
27598	09/01/2020	FINANCE	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 223.82
27598	09/01/2020	FINANCE	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 24.08
27598	09/01/2020	FINANCE	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 101.99
27598	09/01/2020	FINANCE	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 399.00
27598	09/01/2020	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 574.90
27598	09/01/2020	FINANCE	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 154.05
27598	09/01/2020	FINANCE	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 37.89
27598	09/01/2020	FINANCE	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 37.89
27598	09/01/2020	FINANCE	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 61.16
27598	09/01/2020	FINANCE	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 61.16
27598	09/01/2020	FINANCE	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 197.08
27598	09/01/2020	FINANCE	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 126.78
27598	09/01/2020	FINANCE	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 122.32
27598	09/01/2020	FINANCE	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 149.70
27598	09/01/2020	FINANCE	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE AUGUST 2020	\$ 129.67
27599	09/01/2020	CITY ADMIN	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY	SPECIALIZED LEGAL SERVICES	\$ 771.35
27600	09/01/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INS CO	EMPLOYEE LIFE INSURANCE	\$ 1,030.39
27601	09/01/2020	FINANCE	PD ADMIN	COMCAST	08/20 SVS 8155500320322006	\$ 86.13
27602	09/01/2020	SEWER	SEWER OPS	CONCENTRA MEDICAL CENTERS	HEP B SHOT SERIES	\$ 127.50
27602	09/01/2020	STREETS	STREETS	CONCENTRA MEDICAL CENTERS	DOT RECERTIFICATION	\$ 64.50
27603	09/01/2020	SEWER	SEWER OPS	DIAMOND COMMUNICATIONS	TELEPHONE ANSWERING SERVICE SEPT 2020	\$ 115.00
27603	09/01/2020	SEWER	SEWER OPS	DIAMOND COMMUNICATIONS	TELEPHONE ANSWERING SERVICE JULY 2020	\$ 115.00
27604	09/01/2020	FIRE	FIRE	G & J TRUCK SALES, INC	FIRE ENGINE 256 REPAIRS	\$ 3,863.86
27605	09/01/2020	AIRPORT	AIRPORT OPS	GATEWAY ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 1,500.00
27606	09/01/2020	ENGINEERING	ENGINEERING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 68.99
27607	09/01/2020	PD	PD ADMIN	HAWK ANALYTICS INC	INVESTIGATOR CELLHAWK SUBSCRIPTION	\$ 2,995.00
27608	09/01/2020	GRANTS	PROP 1B PTMISEA	J'S COMMUNICATIONS	TRANSIT RADIOS	\$ 44,330.09
27609	09/01/2020	PW ADMIN	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	\$ 242.48
27610	09/01/2020	PD	PD ADMIN	KER'S GAS & LUBE, INC.	JULY 2020 PD CAR WASHES	\$ 358.50
27611	09/01/2020	PD	PD ADMIN	LEGACY K9 INC.	K9 MONTHLY TRAINING JAN - MARCH 2020	\$ 1,733.34
27612	09/01/2020	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	NEGOTIATIONS 2020	\$ 2,997.00
27613	09/01/2020	FINANCE	PAYROLL TRUST	M A C E A	AUGUST 2020 MONTHLY DUES	\$ 1,962.50
27614	09/01/2020	FINANCE	PAYROLL TRUST	M P O A	AUGUST 2020 MONTHLY DUES	\$ 7,685.44
27615	09/01/2020	FINANCE	PAYROLL TRUST	M.C.E.A.	AUGUST 2020 MONTHLY DUES	\$ 360.00

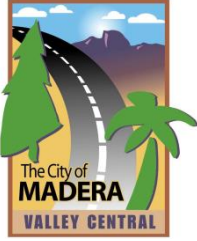
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27616	09/01/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 186.00
27617	09/01/2020	UB - WATER	SOLID WASTE	MID VALLEY DISPOSAL INC.	DISPOSAL FEES JULY 2020	\$ 347,485.73
27618	09/01/2020	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	AUGUST 2020 MONTHLY DUES	\$ 630.00
27619	09/01/2020	FINANCE	FINANCE	MUNISERVICES, LLC	SUTA SERVICES FOR QTR ENDING 3/31/2020	\$ 4,496.49
27620	09/01/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 911.34
27621	09/01/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 8,142.72
27622	09/01/2020	ENGINEERING	MEAS K - FIRE	NORIX GROUP, INC	FIRE DEPT FURNITURE	\$ 13,274.24
27623	09/01/2020	WATER	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,408.00
27624	09/01/2020	WATER	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
27625	09/01/2020	WATER	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 320.00
27626	09/01/2020	WATER	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
27627	09/01/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 1,384.00
27627	09/01/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 9,039.29
27627	09/01/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 8,121.27
27627	09/01/2020	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 3,504.32
27627	09/01/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 6690755760-8	\$ 78.73
27627	09/01/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/20 SERVICE 1619119913-8	\$ 70.24
27627	09/01/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 26,909.54
27627	09/01/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 3,300.74
27627	09/01/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	08/20 SERVICE 1950349675-4	\$ 1,646.05
27627	09/01/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 1,490.80
27627	09/01/2020	FINANCE	PARKING OPS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 176.88
27627	09/01/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 2,177.12
27627	09/01/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 2,949.81
27627	09/01/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 1,096.74
27627	09/01/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 46.27
27627	09/01/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 216,083.42
27627	09/01/2020	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	06/20 SERVICE 3533032414-2	\$ 515,639.62
27627	09/01/2020	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 87,326.83
27627	09/01/2020	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 9.85
27627	09/01/2020	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 10.66
27627	09/01/2020	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 29.97
27627	09/01/2020	FINANCE	ZONE 20B	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 9.86
27627	09/01/2020	FINANCE	ZONE 27B	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 10.68
27627	09/01/2020	FINANCE	ZONE 2	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 52.57
27627	09/01/2020	FINANCE	ZONE 3	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 41.08
27627	09/01/2020	FINANCE	ZONE 31B	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 29.97

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27627	09/01/2020	FINANCE	ZONE 4	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 10.96
27627	09/01/2020	FINANCE	ZONE 6A	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 63.35
27627	09/01/2020	FINANCE	ZONE 29C	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 10.83
27627	09/01/2020	FINANCE	ZONE 8	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 64.94
27627	09/01/2020	FINANCE	ZONE 16	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 22.18
27627	09/01/2020	FINANCE	ZONE 13	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3533032414-2	\$ 118.14
27628	09/01/2020	PARKS	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND - DUE TO COVID	\$ 735.00
27628	09/01/2020	PARKS	GENERAL FUND	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND - DUE TO COVID	\$ 200.00
27628	09/01/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION REFUND - DUE TO COVID	\$ 25.00
27629	09/01/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	\$ 5.00
27629	09/01/2020	PARKS	SPORTS	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	\$ 55.00
27630	09/01/2020	PD	PD ADMIN	PECK'S PRINTERY	ENVELOPES	\$ 185.11
27630	09/01/2020	PD	PD ADMIN	PECK'S PRINTERY	CONFIDENTIALITY FORMS	\$ 623.52
27631	09/01/2020	FACILITIES	FACILITIES MAINT	PLATT ELECTRIC SUPPLY, INC.	TRAFFIC SIGNAL SAFETY STREET LIGHTS	\$ 23,935.16
27632	09/01/2020	PW ADMIN	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 46.50
27632	09/01/2020	PW ADMIN	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 147.73
27632	09/01/2020	PW ADMIN	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 73.86
27632	09/01/2020	PW ADMIN	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 73.87
27632	09/01/2020	PW ADMIN	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 147.73
27632	09/01/2020	PW ADMIN	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	\$ 76.60
27633	09/01/2020	PD	MEAS K - PD	PROFORCE	TASER CARTRIDGES	\$ 820.00
27633	09/01/2020	PD	MEAS K - PD	PROFORCE	HOLSTERS FOR TASERS	\$ 381.58
27633	09/01/2020	PD	MEAS K - PD	PROFORCE	POWER MAG BATTERIES FOR TASERS	\$ 368.05
27634	09/01/2020	PD	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	\$ 370.00
27635	09/01/2020	IS	COMPUTER MAINT	SHI INTERNATIONAL CORP.	CYLANCE PROTECT SOFTWARE	\$ 4,305.60
27636	09/01/2020	IS	CENTRAL ADMIN	SOUTHERN COMPUTER WAREHOUSE	MONITORS	\$ 3,220.22
27636	09/01/2020	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	MICROSOFT SERVICES	\$ 1,892.32
27636	09/01/2020	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	MICROSOFT SURFACES	\$ 44,795.49
27636	09/01/2020	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	MONITORS	\$ 2,517.15
27636	09/01/2020	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	MONITORS	\$ 150.00
27636	09/01/2020	IS	MEAS K - FIRE	SOUTHERN COMPUTER WAREHOUSE	MICROSOFT SURFACES FOR NEW FIRE BLDG	\$ 132.67
27636	09/01/2020	IS	MEAS K - FIRE	SOUTHERN COMPUTER WAREHOUSE	MICROSOFT SURFACES FOR NEW FIRE BLDG	\$ 1,986.46
27637	09/01/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
27638	09/01/2020	GRANTS	GRANT OVERSIGHT	STORMAX	STORAGE FEES #462	\$ 380.00
27638	09/01/2020	GRANTS	TRANS - FIXED	STORMAX	STORAGE FEES #462	\$ 380.00
27638	09/01/2020	GRANTS	TRANS - DAR	STORMAX	STORAGE FEES #462	\$ 380.00
27639	09/01/2020	HR	INS/RISK MGT	SUPERIOR VISION INC.	SEPTEMBER 2020 VISION INSURANCE	\$ 88.11

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27639	09/01/2020	HR	PAYROLL TRUST	SUPERIOR VISION INC.	SEPTEMBER 2020 VISION INSURANCE	\$ 2,149.62
27640	09/01/2020	STREETS	STREETS	TALLEY OIL, INC.	ASPHALT PAVEMENT CRACK SEALING	\$ 361,152.00
27641	09/01/2020	FLEET MAINT	FLEET MAINT	TORRES BODY SHOP	#1523 ACCIDENT REPAIRS	\$ 2,853.14
27642	09/01/2020	ENGINEERING	MEASURE T - RTP	UNION PACIFIC RAILROAD CO.	PLAN REVIEW OLIVE AVE	\$ 219.76
27642	09/01/2020	ENGINEERING	RSTP - FED EX	UNION PACIFIC RAILROAD CO.	PERMIT - UPRR OLIVE /GATEWAY /KNOX	\$ 755.00
27642	09/01/2020	ENGINEERING	RSTP - FED EX	UNION PACIFIC RAILROAD CO.	PERMIT - UPRR OLIVE /GATEWAY /KNOX	\$ 755.00
27643	09/01/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBUTIONS	\$ 25,432.01
27644	09/01/2020	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 189.84
27644	09/01/2020	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 185.41
27644	09/01/2020	FINANCE	CITY CLERK	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 64.51
27644	09/01/2020	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 304.08
27644	09/01/2020	FINANCE	CODE ENF	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 264.42
27644	09/01/2020	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 356.39
27644	09/01/2020	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 87.93
27644	09/01/2020	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 128.36
27644	09/01/2020	FINANCE	FINANCE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 91.74
27644	09/01/2020	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 114.03
27644	09/01/2020	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 7.03
27644	09/01/2020	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ (141.38)
27644	09/01/2020	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 76.55
27644	09/01/2020	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 150.65
27644	09/01/2020	FINANCE	PD ADMIN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 3,030.69
27644	09/01/2020	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 261.32
27644	09/01/2020	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 182.81
27644	09/01/2020	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 0.53
27644	09/01/2020	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 50.45
27644	09/01/2020	FINANCE	SR CITIZEN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 40.54
27644	09/01/2020	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 0.53
27644	09/01/2020	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 75.33
27644	09/01/2020	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 256.76
27644	09/01/2020	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 119.55
27644	09/01/2020	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 163.27
27644	09/01/2020	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 1,592.88
27644	09/01/2020	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 07/11/20-08/10/20	\$ 86.18

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 2,109,856.28



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 16, 2020

Arnoldo Rodriguez

 Arnoldo Rodriguez, City Manager

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services, as well as specialized legal representation in various matters of litigation.

DISCUSSION:

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

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

Firm: Madera County District Attorney’s Office (Litigation)

Billing Period: July 2020

<i>Matter</i>	Charges	
	July 2020	FY 2020/21 YTD
Prosecution Services for City of Madera per Agreement	\$0.00	\$0.00
Total	\$0.00	\$0.00

Firm: Colantuono, Highsmith & Whatley, PC (Litigation)

Billing Period: July 2020

<i>Matter</i>	Charges	
	July 2020	FY 2020/21 YTD
Pending Litigation	\$771.35	\$771.35
Total	\$771.35	\$771.35

Firm: Montoy Law Corporation (City Attorney Services and Litigation)

Billing Period: July 2020

<i>Matter</i>	Charges	
	July 2020	FY 2020/21 YTD
City Attorney Services		
General Legal Review/Advice	\$2,491.00	\$2,491.00
City Clerk	\$376.00	\$376.00
Attendance at Council Meetings & Advice on Same	\$2,021.00	\$2,021.00
City Council Requests for Information/Research	\$0.00	\$0.00
City Manager	\$0.00	\$0.00
Review and Advice on Agreements	\$6,180.50	\$6,180.50
Public Records Act Matters	\$0.00	\$0.00
Real Estate Transactions	\$0.00	\$0.00
Planning	\$4,512.00	\$4,512.00
Finance	\$352.50	\$352.50
Successor Agency	\$963.50	\$963.50
Public Works/Engineering	\$211.50	\$211.50
Grand Jury	\$0.00	\$0.00
Personnel/Payroll	\$70.50	\$70.50
Municipal Code Enforcement	\$1,034.00	\$1,034.00
Police Department - General	\$0.00	\$0.00
Ordinances	\$329.00	\$329.00
Discounted Hours	-\$ (117.50)	-\$ (117.50)
Total City Attorney Services	\$18,424.00	\$18,424.00
Litigation Services		
Total Litigation Services	\$11,200.20	\$11,200.50
Total City Attorney and Litigation Services	\$29,624.50	\$29,624.50

Firm: Law Office of Gregory L. Myers (Litigation)

Billing Period: July 2020

Matter	Charges	
	July 2020	FY 2020/21 YTD
Pending Litigation	\$0.00	\$477.00
Total	\$0.00	\$477.00

FINANCIAL IMPACT:

For FY 2020/21, expenditures for invoices total \$30,395.85. This represents expenditures for specific City Attorney services, as well as specialized legal representation in various matters of litigation. A summary of invoices received to date are summarized per the following table.

<i>Legal Invoices FY 2020/21 YTD</i>	
City Attorney Services	
Montoy Law Corporation	\$18,424.00
Litigation Services	
Madera County District Attorney's Office	\$0.00
Colantuono, Highsmith & Whatley, PC	\$771.35
Montoy Law Corporation	\$11,200.50
Law Office of Gregory L. Myers	\$0.00
<i>Litigation Services Total</i>	<i>\$11,971.85</i>
Total City Attorney and Litigation Services YTD	\$30,395.85

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

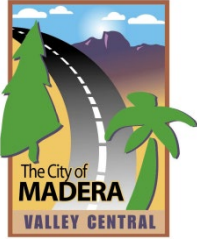
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Mark Souders

Mark Souders, Information Services Manager

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2020

Agenda Number: B-4

SUBJECT:

Retroactive License Agreement with The County of Fresno to Reinstate an Expiring Agreement for Rack Space in the Police Annex Radio Equipment Room

RECOMMENDATION:

Adopt a Resolution Approving a Retroactive License Agreement with The County of Fresno to Reinstate an Expiring Agreement for \$160 per month for Rack Space in the Police Annex Radio Equipment Room.

SUMMARY:

The City Council approved a similar agreement at its June 17th meeting; however, the County of Fresno is requesting that additional language be added to the agreement specific to for Audits and Inspections that require that the previously agreement be amended. No other terms are proposed to be amended when compared to the agreement that the Council considered at its June 17 meeting.

For background, the County of Madera (County) has a significant equipment investment in the Police Annex Radio equipment room and on the Police Tower. The County enlists the assistance of the County of Fresno to assist with the management of that equipment. This resolution would reinstate the expiring agreement and allow the County of Fresno to continue to assist the County of Madera.

DISCUSSION:

The County has rented a significant amount of space in the Police Annex Radio equipment room and on the Police Tower. The County enlists the help of the County of Fresno for management assistance of that equipment. The City assumed the expiring agreement with County of Fresno with the purchase of the Police Annex property. The current agreement is for \$100 per month for the rental of rack space. The County of Fresno is using 7 inches of rack space in the equipment room currently and would like to put a new agreement in place. Each 1.75 inches of rack space is technically referred to as a "U". The minimum typical industry standard monthly rate for a "U" of rack space is \$40, and the County of Fresno is using 4 "U" for a total of \$160 per month.

The recommended action is to approve the 5-year Agreement with the County of Fresno for \$160 per month.

The proposed agreement would be for five years; however, it may extend automatically unless the County of Fresno notifies the City with written notice that it will be terminating the agreement 180 days prior to the expiration of the agreement. The contract automatically extends for 2, 5-year periods for an additional 10 years for a total of 15 years. In no event shall the term of the agreement extend beyond June 30, 2035.

FINANCIAL IMPACT:

Approving the Agreement with County of Fresno would provide the City of Madera with \$1,920.00 per year in revenue with a 3 percent escalator.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are not relevant to the Vision Madera 2025 strategies.

ALTERNATIVES:

The Council has the authority to approve or reject this Agreement with County of Fresno. Not approving this amendment could result in the loss of both the County of Fresno and the County of Madera as a rental customer.

ATTACHMENTS:

- Resolution
- Retroactive License Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF MADERA, ADOPTING A RESOLUTION
APPROVING A RETROACTIVE LICENSE AGREEMENT WITH THE COUNTY OF
FRESNO TO REINSTATE AN EXPIRING LEASE AGREEMENT FOR RACK SPACE IN
THE POLICE ANNEX RADIO EQUIPEMENT ROOM AND AUTHORIZING THE MAYOR
TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera (City) and the County of Fresno (County) have an existing lease in place that expires June 30, 2020; and

WHEREAS, County is currently using 7 inches of rack space in the equipment room currently and would like to put a new agreement in place; and

WHEREAS, the City and the County have negotiated a compensation rate to the City that is desirable for both parties; and

WHEREAS, the County of Fresno has prepared the 5-year Retroactive License Agreement;

WHEREAS, the contract automatically extends for 2, 5-year periods for an additional 10 years for a total of 15 years. In no event shall the term of the agreement extend beyond June 30, 2035.

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

1. The recitals listed above are true and correct.
2. The Retroactive License agreement with the County of Fresno, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Retroactive License agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

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RETROACTIVE LICENSE AGREEMENT

THIS RETROACTIVE LICENSE AGREEMENT ("License") is made this 18th day of August, 2020 by and between CITY OF MADERA, 205 w. 4th Street, Madera, CA 93637 ("LICENSOR") and the COUNTY OF FRESNO, a political subdivision of the State of California, with its principal office at 333 W. Pontiac Way, Clovis, CA 93612 ("LICENSEE"). LICENSOR and LICENSEE are at times collectively referred to herein as "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, LICENSOR owns certain improvements, including a communications "Tower" and an adjacent "Building" located at 325 South D Street, Madera, CA 93638, commonly referred to as the Madera Radio Dispatch site, (the "Premises"), as described on Exhibit "A", attached hereto and incorporated herein by reference;

WHEREAS, LICENSOR wishes to grant a non-exclusive license to LICENSEE for the purpose of permitting LICENSEE to install, operate and maintain certain equipment on the Premises, and LICENSEE wishes to obtain such a license from LICENSOR.

WHEREAS, LICENSEE presently has certain approved equipment installed on the Premises ("Approved Equipment"), and the Parties now desire to recharacterize their relationship with respect to LICENSEE's use of the Premises as that of Licensor/Licensee, to be subject to the terms of this License, and to supersede and replace any previous arrangement between the parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, such parties, and each of them, do agree as follows:

1. GRANT OF LICENSE/USE - LICENSOR grants to LICENSEE a non-exclusive license to install, operate, and maintain LICENSEE's Approved Equipment on the Premises, in designated locations, as specified by LICENSOR and agreed to by LICENSEE.

LICENSOR agrees that any Approved Equipment installed by LICENSEE in or on the Premises by LICENSEE shall continue to be the property of LICENSEE, and may be removed

1 at any time by LICENSEE. LICENSEE shall pay for and repair any damage to the Premises
2 caused by such removal, less reasonable wear and tear.

3 2. TERM AND TERMINATION

4 A. Initial Term/Renewal Terms – The initial term of this License shall be
5 five (5) years, beginning July 1, 2020 (“Commencement Date”) through June 30, 2025 (“Initial
6 Term”). At the expiration of the Initial Term, this License shall be renewable for two (2) five (5)
7 year periods, the first period beginning on July 1, 2025 and ending on June 30, 2030, and the
8 second period beginning on July 1, 2030 and ending on June 30, 2035 (each a “Renewal
9 Term”). Such renewals shall take place automatically, unless LICENSEE provides LICENSOR
10 with written notice to terminate this License at least one hundred eighty (180) days prior to the
11 expiration of the then-current License term. In case of any termination of this License by
12 LICENSEE, the County Administrative Officer and the Director of Internal Services/Chief
13 Information Officer, or one of their designees, is authorized to provide such written notice to
14 terminate this License. In no event shall the term of this License extend beyond June 30,
15 2035.

16 B. Non-Funding Termination – This License is contingent on the
17 approval of funds to be used by LICENSEE for the purposes described in this License by
18 LICENSEE’s appropriating governmental agency. Notwithstanding anything herein to the
19 contrary, should funds not be appropriated to LICENSEE for the purpose of enabling
20 LICENSEE to continue to meet its obligations under this License, then this License may
21 thereafter be terminated by LICENSEE without penalty, by LICENSEE’s Director of Internal
22 Services/Chief Information Officer, or his designee, by giving thirty (30) days prior written
23 notice to LICENSOR.

24 3. LICENSE FEE – LICENSEE shall pay to LICENSOR without offset, demand, or
25 prior notice, a license fee for its use of the Premises (the “License Fee”) on or before the 1st of
26 each month, according to the schedule set forth on Exhibit “B”, which is attached and
27 incorporated by this reference. Exhibit “B” may be modified from time to time by the written
28 approval of both parties. As to the LICENSEE, its Director of Internal Services/Chief Information

1 Officer, or designee, shall have the authority to deliver such written notice. In no event shall the
2 total license fees payable under this License exceed \$50,000 over the entire potential fifteen
3 (15) year term of this License.

4 LICENSEE shall remit payment to 204 W. 4th Street, Madera, CA 93637, or at the
5 request of the LICENSOR, through direct deposit via Automated Clearing House (ACH), to an
6 account specified by LICENSOR.

7 4. UTILITIES - LICENSOR shall pay all utility costs.

8 5. ONGOING ACCESS TO THE PREMISES - Throughout the term, including any
9 Renewal Term or Holdover Period of this License, LICENSEE shall have the non-exclusive
10 right of access to the Premises twenty-four (24) hours a day, seven (7) days per week. In
11 exercising its right of access to the Premises, LICENSEE agrees to cooperate with any
12 reasonable security procedures utilized by LICENSOR, and further agrees not to unreasonably
13 disturb or interfere with the business or other activities of LICENSOR or any other licensees,
14 tenants or occupants of the Premises.

15 6. MAINTENANCE OF LICENSED PREMISES - LICENSEE shall have no
16 responsibility for maintenance of the Premises, but shall not commit, suffer or permit any
17 waste or nuisance on said Premises.

18 7. MODIFICATION - Any matters of this License may be modified from time to
19 time by the written consent of all the parties without, in any way, affecting the remainder.

20 8. ENFORCEMENT OF LICENSE AGREEMENT - If either party defaults in any of
21 the covenants or agreements contained in this License, and the parties have made good faith
22 efforts to resolve, the non-defaulting party may, at its option, with 30 day written notice to other
23 party, suspend or terminate this License in whole or in part.

24 9. COMPLIANCE WITH LAWS / AUTHORITY TO OPERATE

25 LICENSOR shall be responsible for compliance with any marking and lighting
26 requirements of the Federal Communications Commission ("FCC") and the Federal Aviation
27 Administration ("FAA"), as applicable to the Tower and Building.

28 LICENSOR AND LICENSEE shall operate their equipment at the Premises in a

1 manner that will not cause harmful interference with the use or enjoyment of the Tower or the
 2 Building by LICENSOR and any other tenants or licensees who are operating in compliance
 3 with all applicable laws, in and/or on the Tower and Building as of the date of this License.

4 All operations of LICENSEE, LICENSOR, and other tenants and licensees shall be
 5 lawful and in compliance with all laws, statutes, and regulations for which their authority to
 6 operate radio equipment or operate a radio tower is dependent, including but not limited to
 7 those of the FCC and the FAA.

8 10. GOVERNING LAW - Venue for any action arising out of or relating to this
 9 License shall only be in Fresno County, California. The rights and obligations of the parties,
 10 and all interpretation and performance of this License shall be governed in all respects by the
 11 laws of the State of California.

12 11. NON-ASSIGNMENT – Neither party shall assign or transfer its rights or
 13 obligations under this License, or sub-license said Premises or any portion thereof, without the
 14 prior written consent of the other party.

15 12. NOTICES - Any and all notices between either LICENSOR and LICENSEE
 16 under the terms of this License or by law shall be in writing and shall be deemed to be duly
 17 given if served when personally delivered or deposited into the United States mail, with
 18 postage prepaid, registered and addressed to the respective addresses stated as follows:

19	<u>LICENSEE:</u>	<u>LICENSOR:</u>
20	County of Fresno (LA-036)	City of Madera
21	Director of Internal Services/ Chief Information Officer	Information Services Manager
22	333 W. Pontiac Way Clovis, CA 93612	205 West 4th Street Madera, CA 93637

23 13. HOLD HARMLESS: LICENSOR agrees to indemnify, save, hold harmless, and at
 24 LICENSEE'S request, defend the LICENSEE, its officers, agents, and employees from any and
 25 all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to
 26 LICENSEE in connection with the performance, or failure to perform, by LICENSOR, its officers,
 27 agents, or employees under this License, and from any and all costs and expenses, damages,
 28 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may

1 be injured or damaged by the performance, or failure to perform, of LICENSOR, its officers,
2 agents, or employees under this License.

3 To the extent of the services provided in this License, LICENSEE agrees to indemnify,
4 save, hold harmless, and at LICENSOR'S request, defend the LICENSOR, its officers, agents,
5 and employees from any and all costs and expenses, damages, liabilities, claims, and losses
6 occurring or resulting to LICENSOR in connection with the performance, or failure to perform, by
7 LICENSEE, its officers, agents, or employees under this License, and from any and all costs and
8 expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
9 corporation who may be injured or damaged by the performance, or failure to perform, of
10 LICENSEE, its officers, agents, or employees under this License.

11 14. INSURANCE

12 A. LICENSOR shall maintain during the term of this License the following policies
13 of insurance, which coverages may be provided in whole or in part through one or more
14 programs of self-insurance:

- 15 1) Commercial General Liability insurance with limits of not less than Two
16 Million Dollars (\$2,000,000) per occurrence and an annual aggregate
17 limit of not less than Four Million Dollars (\$4,000,000). This policy shall
18 be issued on an occurrence basis annually renewing, following form,
19 and be primary to all other collectible insurance; and
- 20 2) Fire insurance and extended coverage. LICENSOR shall add
21 LICENSEE as an additional loss payee.
- 22 3) Worker's Compensation - A policy of Worker's Compensation
23 insurance as may be required by the California Labor Code.

24 Within thirty (30) days of the execution of this License, LICENSOR shall provide
25 LICENSEE with certificates of insurance with proper endorsements naming LICENSEE as the
26 additional insured. The policy is to be written by an admitted insurer licensed to do business in
27 California and with an A.M. Best rating of A FSC VII or better. Excess or Umbrella coverage
28 may be insured by non-admitted insurers but still be A.M. Best FSC VII or better.

1 B. LICENSEE shall maintain during the term of this License the following policies
 2 of insurance, which coverages may be provided in whole or in part through one or more
 3 programs of self-insurance:

- 4 1) Commercial General liability insurance with limits of not less than Two
 5 Million Dollars (\$2,000,000) per occurrence and an annual aggregate
 6 of not less than Four Million Dollars (\$4,000,000). This policy shall be
 7 issued on an occurrence basis.
- 8 2) All-Risk property insurance covering the personal property of
 9 LICENSEE in the amount of the full replacement cost thereof.
- 10 3) Workers' Compensation in amounts required by the California labor
 11 code.

12 Upon execution of this License, LICENSEE shall provide LICENSOR with certificates
 13 of insurance with proper endorsements naming LICENSOR as the additional insured with
 14 respect to each policy, other than the workers' compensation insurance policy, and provide a
 15 waiver of subrogation against the LICENSOR in connection with any claim or damage covered
 16 by such policies. Each policy is to be written by an admitted insurer licensed to do business in
 17 California and with an A.M. Best rating of A FSC VII or better. Excess or Umbrella coverage
 18 may be insured by non-admitted insurers but still be A.M. Best FSC VII or better.

19 15. COUNTERPARTS - This License may be executed in one or more counterparts
 20 (which may be facsimile or .pdf e-mail counterparts followed by originals), each of which will
 21 be deemed an original and all, taken together, will constitute one and the same instrument.

22 16. ENTIRETY - This License constitutes the entire agreement concerning
 23 LICENSOR'S grant of a license to LICENSEE. The parties hereby each bind themselves, their
 24 respective successors and assigns with respect to all terms and conditions of this License.

25 17. DISCLOSURE OF SELF-DEALING TRANSACTIONS - This provision is only
 26 applicable if LICENSOR is operating as a corporation (a for-profit or non-profit corporation) or
 27 if during the term of this License, LICENSOR changes its status to operate as a corporation.

28 Members of LICENSOR's Board of Directors shall disclose any self-dealing

1 transactions that they are a party to while LICENSOR is providing goods or performing
2 services under this License. A self-dealing transaction shall mean a transaction to which
3 LICENSOR is a party and in which one or more of its directors has a material financial interest.
4 Members of the Board of Directors shall disclose any self-dealing transactions that they are a
5 party to by completing and signing a Self-Dealing Transaction Disclosure Form Exhibit "C",
6 attached hereto and by this reference incorporated herein, and submitting it to the County of
7 Fresno prior to commencing with the self-dealing transaction or immediately thereafter.

8 18. INDEPENDENT CONTRACTOR - In performance of the work, duties and
9 obligations assumed by LICENSOR under this License, it is mutually understood and agreed
10 that LICENSOR, including any and all of the LICENSOR's officers, agents, and employees will
11 at all times be acting and performing as an independent contractor, and shall act in an
12 independent capacity and not as an officer, agent, servant, employee, joint venturer, partner,
13 or associate of the LICENSEE. Furthermore, LICENSEE shall have no right to control or
14 supervise or direct the manner or method by which LICENSOR shall perform its work and
15 function. However, LICENSEE shall retain the right to administer this License so as to verify
16 that LICENSOR is performing its obligations in accordance with the terms and conditions
17 thereof.

18 LICENSOR and LICENSEE shall comply with all applicable provisions of law and the
19 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
20 subject thereof.

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

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19. AUDITS AND INSPECTIONS – If this License exceeds ten thousand dollars (\$10,000.00), LICENSOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

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IN WITNESS WHEREOF, the Parties hereto have executed this License as of the day
and year first hereinabove written.

LICENSOR:
CITY OF MADERA

Andrew J. Medellin, Mayor

205 W. 4th Street
Madera, CA 93637

LICENSEE:
COUNTY OF FRESNO



Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

ORG: 8905
Account: 7340
Fund: 1020
Subclass: 10000

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EXHIBIT "A"

Premises

City of Madera – Madera Radio Dispatch site



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EXHIBIT "B"

License Fee Schedule

Date	\$ per "U" (1.75" of rack space)	# of "U" occupied by County	Rent Per Month
July 1, 2020	\$ 40.00	4.00	\$ 160.00
July 1, 2021	\$ 41.20	4.00	\$ 164.80
July 1, 2022	\$ 42.44	4.00	\$ 169.76
July 1, 2023	\$ 43.71	4.00	\$ 174.84
July 1, 2024	\$ 45.02	4.00	\$ 180.08
July 1, 2025	\$ 46.37	4.00	\$ 185.48
July 1, 2026	\$ 47.76	4.00	\$ 191.04
July 1, 2027	\$ 49.19	4.00	\$ 196.76
July 1, 2028	\$ 50.67	4.00	\$ 202.68
July 1, 2029	\$ 52.19	4.00	\$ 208.76
July 1, 2030	\$ 53.76	4.00	\$ 215.04
July 1, 2031	\$ 55.37	4.00	\$ 221.48
July 1, 2032	\$ 57.03	4.00	\$ 228.12
July 1, 2033	\$ 58.74	4.00	\$ 234.96
July 1, 2034	\$ 60.50	4.00	\$ 242.00

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EXHIBIT "C"

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

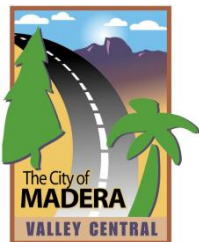
(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
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REPORT TO CITY COUNCIL

Approved by:

Lucille Sanchez

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 16, 2020

Agenda Number: B-5

SUBJECT:

Community Development Block Grant (CDBG) COVID-19 agreements with subrecipients

RECOMMENDATION:

1. Adopt a Resolution Approving a 2020/21 Community Development Block Grant Subrecipient Agreement for Services (\$156,000) with the Madera County Economic Development Commission; and
2. Adopt a Resolution Approving a 2020/21 Community Development Block Grant Subrecipient Agreement for Services (\$90,000) with the Community Action Partnership of Madera County; and
3. Adopt a Resolution Approving a 2020/21 Community Development Block Grant Subrecipient Agreement for Services (\$55,000) with the Madera Downtown Association; and
4. Adopt a Resolution Approving a 2020/21 Community Development Block Grant Subrecipient Agreement for Services (\$185,338) with the Madera Coalition for Community Justice

SUMMARY:

During the July 15, 2020 City Council (Council) meeting, funding allocations were approved for the Community Development Block Grant (CDBG) COVID-19 award. The use of funds requires the City of Madera (City) to meet goals and requirements established by the U.S. Department of Housing and Urban Development (HUD). One requirement is that local agencies establish agreements (Exhibit 1) with each subrecipient that it will allocate funds to. The agreement ensures that HUD regulations are communicated to subrecipients and that they agree to carry out the approved activities as proposed.

DISCUSSION:

The City received notification from HUD that it is eligible to receive an allocation for the CDBG COVID-19 funds, to be used to prevent, prepare for, and respond to the coronavirus. The City conducted public hearings to solicit community input, the Block Grant Commission (BGC), and Council on how the use of the funds should be prioritized. Applications addressing priority areas were received, reviewed by the BGC, and taken to Council for consideration and final allocations.

HUD authorized CDBG COVID-19 expedited procedures for noticing and reasonable opportunity for public comment of no less than 5 days for jurisdictions on the tentative funding allocations. After such period culminated, staff returned to Council to approve final allocations.

Council Final Subrecipient Allocations

Table 1 represents the Council final allocation to subrecipients.

Table 1: City Council Final Allocations	
<i>Applicant</i>	<i>City Council final allocation</i>
Madera County EDC - Small Business Assistance COVID-19 Grant	\$156,000
CAPMC - Rental Assistance/Rapid Rehousing	\$90,000
Madera Downtown Association - Emergency Downtown Business Relief Program	\$55,000
Madera Coalition for Community Justice - Madera Eviction and Utility Shutoff Prevention	\$185,338
Total	\$486,338

FINANCIAL IMPACT:

The CDBG COVID-19 grant funds do not impact the City’s General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

ALTERNATIVES:

As an alternative, Council may:

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

ATTACHMENTS:

1. Resolution

Exhibit 1 – MCEDC Agreement

- Exhibit A – Services Provided
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

2. Resolution

Exhibit 1 – CAPMC Agreement

- Exhibit A – Services Provided
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

3. Resolution

Exhibit 1 – MDA Agreement

- Exhibit A – Services Provided
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

4. Resolution

Exhibit 1 – MCCJ Agreement

- Exhibit A – Services Provided
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$156,000) WITH THE
MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION**

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

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

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

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

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

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

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

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

WHEREAS, on April 13, 2020, the City was notified that it was eligible to receive \$536,338; and

WHEREAS, on May 5, 2020, the City Council received public comment from citizens, including input from the City Council and the Block Grant Commission (BGC), on how to utilize the \$536,338 in COVID-19 funding; and

WHEREAS, on June 18, 2020, the City Council conducted a public hearing to receive input from the public and BGC on how to allocate the \$536,338 in COVID-19 funding and make tentative determinations for allocations; and

WHEREAS, on July 15, 2020, the City Council conducted a public hearing and adopted a resolution approving the COVID-19 final funding allocations and amended 2019/20 Action Plan; and

WHEREAS, the City Council approves the 2020/21 Community Development Block Grant subrecipient agreement with the Madera County Economic Development Commission in the amount of \$156,000; and

WHEREAS, a copy of the agreement is attached hereto as Exhibit 1; and

WHEREAS, this resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/20 amended Action Plan approval; and

WHEREAS, the Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Madera County Economic Development Commission.
3. This resolution is effective immediately upon adoption.

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of September 17, 2020, by and between the City of Madera ("City") and Madera County Economic Development Commission, hereafter referred to as "SUBRECIPIENT."

RECITALS

- A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.
- B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.
- C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.
- D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the fifteenth (15th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed \$156,000 in fiscal year 2020-2021. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

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

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

b. Reports/Required Notifications

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

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are

affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

Subrecipient shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the

provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

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

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient’s employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient’s employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient’s indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
[name & address]

To the Subrecipient:
[name & address]

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

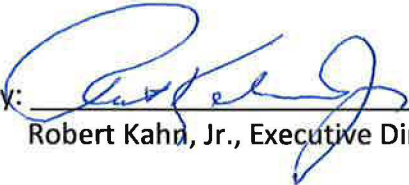
This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION:

By: _____
Andrew J. Medellin, Mayor

By:  _____
Robert Kahn, Jr., Executive Director

Date: _____

Date: 9/2/2020

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CDBG-CV (COVID -19)
PROJECT PROPOSAL**

Madera County Economic Development Commission

Address: 2425 West Cleveland Avenue, Suite 101
Madera, California 93637

Contact: Lois Leonard, Business Assistance & Office Manager
Phone: (559) 675-7768

Concurrence: _____
Robert Kahn, Jr., Executive Director

Summary of Community Need

Job retention: When the California Governor invoked a Shelter in Place order on March 19, 2020, due to COVID-19 many businesses were forced to close or operate on a limited basis. Through funds appropriated in the Federal CARES Act Bill, the Small Business Administration (SBA) introduced programs to help businesses to continue with working capital by establishing loan and/or grant programs. Local SBA 7 (a) lenders began accepting applications for the Economic Injury Disaster Loan (EIDL) and the Payroll Protection Program (PPP). Many businesses applied and received funding but countless companies did not due to funds being exhausted. There remains numerous businesses attempting to continue operations that are struggling to keep their employees working. Innumerable small business owners are economically stressed and need funding to help them through this difficult time. These businesses serve a low to moderate income community and many of their employees are from low to moderate income households.

The Madera County Economic Development Commission (MCEDC) proposal will assist businesses to maintain operations and retain employees by offering grant funds to For-Profit Businesses physically located within the City of Madera. The businesses will need to demonstrate an economic need and have been negatively impacted by COVID-19. Our goal is to provide a short term, fast acting solution. MCEDC wants businesses to retain jobs creating a means for their employees to afford basic household essentials during this unprecedented time.

Experience

MCEDC has been managing the City of Madera's Revolving Loan Fund (RLF) program for over 15 years and has helped create jobs in the City of Madera by offering financial

support to local businesses. The RLF loan program is sustained by repayments being "revolved" or "recycled" to be loaned again within the same program. With a loan requirement of one full time equivalent job per \$35,000 borrowed the program has funded over \$1.3 million in loans and created 112 jobs.

Program

MCEDC is applying for a grant in the amount of \$208,000 to fund the proposed Small Business Assistance COVID-19 Grant Program. The intent of the program is to provide necessary assistance to allow businesses that have been negatively impacted by COVID-19 and are located within the City of Madera to retain jobs. The use of funds will meet the National Objective of "benefit to low to moderate income households." The application process will require a self-certification form be completed by the retained employee verifying they qualify as a low-to-moderate income household. The business will be required to sign a reporting agreement that will be audited three (3) months after receipt of grant funds.

Allowable use of funds will be for working capital (business operating expense). The following are the requirements for businesses to participate in the program:

- ❑ Business must be located within the City of Madera, show an economic need and have been negatively impacted by COVID-19. A Home based business is NOT eligible.
- ❑ Business has NOT been approved or received any other disaster relief fund assistance, or any SBA Loans through the EIDL and/or PPP programs.
- ❑ Business must have 10 or fewer full time equivalent employees (FTE). Self-employed business owners are eligible.
- ❑ Business must not have any outstanding federal, state or local tax liens, judgements or bankruptcies within the last three years.
- ❑ Business must demonstrate and certify they have been operating the business in the City of Madera for two full (2) years, have a current business license and all city fees are paid current.
- ❑ Selected business will be required to provide payroll documentation showing their employees qualify as low to moderate income.
- ❑ Selected business will be required to sign a reporting agreement that will be audited three (3) months after receipt of grant funds.

Timetable

Upon official notification of funds MCEDC will begin accepting applications. A maximum of 40 businesses that meet the eligibility requirements will receive funding allowing retention of "low to moderate income employees." If there are more than 39 applicants there will be a random drawing of all eligible businesses to determine which will receive grant funds.

Supporting Staff

Lois Leonard, Business Assistance and Office Manager, has been with MCEDC for 18 years. Leonard serves as the Program Administrator (PA) and underwriter for the City of Madera RLF program and the Madera County Business Assistance RLF program. She serves as the Zone Administer for Madera County's Recycling Market Development Zone. She provides business assistance for startups, business license information, and technical assistance. Leonard manages the finances for MCEDC, California Central Valley Economic Development Corporation, Greater Madera County Industrial Association (GMCIA), and the Economic Development Corporation of Madera County (EDCMC). She serves as the recording secretary for MCEDC, EDCMC and GMCIA. She will be the PA for the Small Business Assistance COVID-19 Grant Program and will assist businesses in the application process. When a completed application is received the PA will review and perform an assessment of the grant request to determine CDBG eligibility. The PA will verify that the employee self-certification form meets the low to moderate income benefit requirement. Once the application appears to meet the criteria the PA will run a credit check to verify there are no liens and/or bankruptcies and prepare a request for funds. The PA will perform an audit after three (3) months to obtain information verifying the grant funds were properly used for retention of employees.

Julie Herd, Manager of Business Development and Marketing, has been with MCEDC for 15 years. Herd performs all marketing activities for the organization. She will promote the availability of the Small Business Assistance COVID-19 Grant Program on the MCEDC website. Information pertaining to the availability of these funds will be included in MCEDC's monthly electronic newsletter, media press releases, and in marketing materials including print and social media platforms. Information will be made available to the Workforce Development Center, Chamber of Commerce and other stakeholders within the City of Madera.

Bobby Kahn, Executive Director, has been with MCEDC since for 18 years and is tasked by the MCEDC Board of Commissioners to oversee and manage all activities of the office which will include the Small Business Assistance COVID-19 Grant Program. The Executive Director will be knowledgeable of the program and the application guidelines associated with obtaining the grant. The Executive Director will use the advantages of the program to assist local businesses seeking options to retain their employees and keep their business operational. The Executive Director will reference the Small Business Assistance COVID-19 Grant Program during presentations to local business and community organizations.

Marketing/Outreach Plan

MCEDC will promote the availability of the Small Business Assistance COVID-19 Grant Program on the MCEDC website. Information pertaining to the availability of these funds will be included in MCEDC's monthly electronic newsletter, media press releases, and in marketing materials including print and social media platforms. Information will be

made available to the Workforce Development Center, Chamber of Commerce and other stakeholders within the City of Madera.

Client Eligibility/Income Verification Plan

The Small Business Assistance COVID-19 Grant Program proposes to retain employees from businesses located within the City of Madera. Of those employees, 51 percent of those jobs must come from low to moderate income households. The self-certification form completed by each retained employee will be reviewed by the PA to determine eligibility as required by State CDBG Income Limits. The self-certification form will include HUD Demographic and Performance Data.

Client Population

The program anticipates assisting a maximum of 40 small businesses. The final number of clients served will be determined by the number of grants funded and the retention of jobs held by low-and-moderate-income persons. The employee self-certification form will determine the demographics of those retained employees.

Citizen Participation

1. When the Governor invoked the Shelter In Place Order many businesses contacted MCEDC for assistance and guidance. MCEDC provided assistance to determine if they were an essential business, assessed their individual need and directed them to the appropriate financial resources.
2. MCEDC referred local businesses to organizations offering financial relief, developed a COVID-19 resource link on MCEDC's website, and created a COVID-19 Resource Facebook page that shares updated information and provides a platform to answer questions.

References

County of Madera

Robert Mansfield, Senior Planner

559-675-7821 Robert.Mansfield@maderacounty.com

Valley Small Business Development Corporation

Stan Tom- Vice President

559-438-9680 stom@vsbdc.com

Dan Humphries

Innovative Rotational Molding

559-665-5663 dhumphries@irm-corp.com

Sponsoring Agency Management

CORPORATION DIRECTORS:

How often does the Board meet? MCEDC Executive Committee meets monthly and the Board of Commissioners meet on a quarterly basis.

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

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

13 Minimum N/A Maximum

Please provide the following information:

Date of Incorporation: MCEDC is a Joint Powers Agency between the City of Madera, City of Chowchilla and the County of Madera in

IRS Employer Number: 94-1683270

FINANCIAL:

How often are financial records audited, and by whom? MCEDC is audited on an annual basis by Monty Schultz, CPA

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

If so, for how much? \$100,000

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

List any outstanding obligations: None

RESOLUTION/CERTIFICATION

We, the Board of Commissioners of the Madera County Economic Development Commission do hereby resolve that on May 26, 2020, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

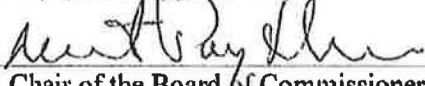
Dated: May 26, 2020

AGENCY NAME: Madera County Economic Development Commission

ADDRESS: 2425 W. Cleveland Ave., Suite 101 Madera, CA 93637

TELEPHONE: 559-675-7768

Email Address: rlpoythress@gmail.com

By: 
Chair of the Board of Commissioners

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

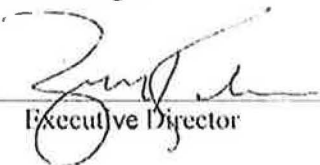
By: 
Executive Director

Exhibit B

INCOME SOURCE	AMOUNT	
CITY	156,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
ADMINISTRATION	0100	4,235
BENEFITS	0150	
SUPPLIES		25
WEBPAGE	0200	1300
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	375
EQUIPMENT RENTAL	0450	
UTILITIES	0500	40
TRAVEL (ADMIN.)	0550	25
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
GRANT TRUST ACCOUNT		150,000
TOTAL		156,000

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

NAME OF ORGANIZATION: Madera County Economic Development Commission
2425 West Cleveland Avenue, Suite 101
Madera, CA 93637

PROJECT TITLE: Micro-Enterprise Business Assistance

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

I. CLIENT INFORMATION:

1. Total number of clients receiving service this month: _____
2. Number of unduplicated individuals provided service this month: _____
3. Number of unduplicated individuals provided services year-to-date: _____
4. Number of people refused services this month: _____

Reason(s) services were denied: _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. Female Head of Household: _____

6. Income Level by Family Size:

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

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

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

1. The **two** ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The **five** racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

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 religious 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/taprogram.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.

	<u>CPD</u>	<u>FHEO</u>
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
<hr/>		
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. 20-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$90,000) WITH THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

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

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

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

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

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

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

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

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

WHEREAS, on April 13, 2020, the City was notified that it was eligible to receive \$536,338; and

WHEREAS, on May 5, 2020, the City Council received public comment from citizens, including input from the City Council and the Block Grant Commission (BGC), on how to utilize the \$536,338 in COVID-19 funding; and

WHEREAS, on June 18, 2020, the City Council conducted a public hearing to receive input from the public and BGC on how to allocate the \$536,338 in COVID-19 funding and make tentative determinations for allocations; and

WHEREAS, on July 15, 2020, the City Council conducted a public hearing and adopted a resolution approving the COVID-19 final funding allocations and amended 2019/20 Action Plan; and

WHEREAS, the City Council approves the 2020/21 Community Development Block Grant subrecipient agreement with the Community Action Partnership of Madera County in the amount of \$90,000; and

WHEREAS, a copy of the agreement is attached hereto as Exhibit 1; and

WHEREAS, this resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/20 amended Action Plan approval; and

WHEREAS, the Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Community Action Partnership of Madera County.
3. This resolution is effective immediately upon adoption.

Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of September 17, 2020 by and between the City of Madera ("City") and Community Action Partnership of Madera County, hereafter referred to as "SUBRECIPIENT."

RECITALS

- A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.
- B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.
- C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.
- D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the fifteenth (15th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed \$90,000 in fiscal year 2020-2021. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

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

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

b. Reports/Required Notifications

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

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are

affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

Subrecipient shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the

provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

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

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient’s employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient’s employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient’s indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$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 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 **\$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 and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
[name & address]

To the Subrecipient:
[name & address]

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

**COMMUNITY ACTION PARTNERSHIP OF
MADERA COUNTY:**

By: _____
Andrew J. Medellin, Mayor

By: Mattie Mendez
Mattie Mendez, Executive Director

Date: _____

Date: 9/2/2020

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

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

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

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

Explain how your program supplements or complements existing services without duplicating them. **The proposed program complements the services that are currently being offered in Madera. One example is DSS has a program that will assist eligible households with rental deposits and the last month's rent. Sometimes families need a little more assistance to help them get back on their feet. For the above example, CAPMC would be able to fund the first month's rent.**

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.

CAPMC proposes to serve 77 households with approximately \$1,000 per household for either rapid rehousing or homeless prevention measures.

Which National Objective does your program meet?

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

Which measurable objectives does your program meet?

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

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

CAPMC recently received an Emergency Solutions Grant through the Fresno Madera Continuum of Care that is being administered by the Fresno County Department of Social Services. The contract includes \$42,400 for Rapid Rehousing and \$21,200 for Homeless Prevention. This funding must be spent by December 31, 2020.

In addition, CAPMC will be receiving a 5-year contract through Madera County Behavioral Health called the Homeless Housing Assistance Program. This contract will include \$82,260 for Rental Assistance and Rapid Rehousing.

If the CDBG funds are awarded, CAPMC plans to utilize the ESG funding first, and then utilize the CDBG and funds for residents who reside in the City Limits of Madera. This will help stretch to total funding available to serve more families in Madera County.

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

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

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

CAPMC's Board of Director meetings are public meetings that are posted in advance. The concept was presented at the May Board of Director's meeting. There were no members from the community present to gather input from. Due to the short turnaround time on submitted the applications and Governor Newsom's social distancing requirements, there were no other meetings set.

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

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

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

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

Discuss your program's/project's successes.

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

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

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

CAPMC has been awarded CDBG grants through the City of Madera since before 2013. There is a proven track record of successfully administering the contracts that have been awarded.

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

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

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services. (Households)	77	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months). (Households)	77	
3. Has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.)	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

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

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				20	20	20	10	7
GENDER	Female	39						
	Male	38						
FEMALE HEAD	25							

Ethnic Categories*	No.
Hispanic or Latino (Households) If the average household size is 4, then this can be multiplied by 4).	57
Not Hispanic or Latino (Households) If the average household size is 4, then this can be multiplied by 4).	20
Racial Categories*	
American Indian or Alaska Native	
Asian (See note above.)	5
Black or African American (See note above.)	10
Native Hawaiian or Other Pacific Islander	
White (See note above.)	62
Other	

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

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

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

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

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

CAPMC is a member of the Homeless Alliance group that meets to share agency information related to COVID19. In addition, CAPMC facilitates the Madera County Homeless Connections that is comprised of local community partners who come together to case manage homeless clients for the purpose of providing housing stabilization services.

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

REFERENCES

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

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

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

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

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

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

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

15 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1965

IRS Employer Number: 94-1612823

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

FINANCIAL:

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

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

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

If so, for how much? \$200,000

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

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County, Inc. do hereby resolve that on May 14, 2020, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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


Dated: May 14, 2020

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

ADDRESS: 1225 Gill Avenue Madera, CA 39367

TELEPHONE: (559) 673-9173

Email Address: mmendez@maderacap.org

By: 
Chairman of the Board of Directors

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

By: 
Executive Director

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

EMAIL THE APPLICATION TO: ddybas@madera.gov

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

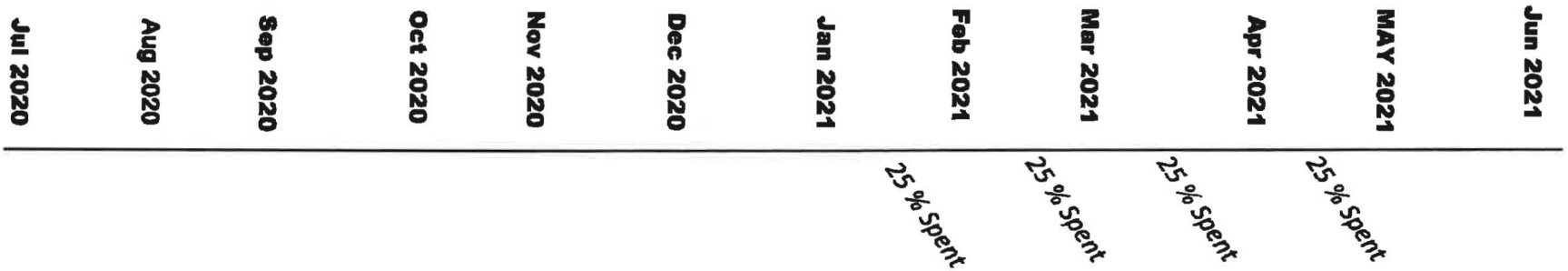
**CITY CDBG CONTACT: ddybas@madera.gov
559-661-3690**

**Marketing Plan
For
Community Development Block Grant CARES
Housing Stabilization Program**

The Community Action Partnership of Madera County (CAPMC) plans to send information about the program to community partners, CAPMC's website, and other groups such as Neighborhood Watch that are located in the designated Census Tracts. When CAPMC launches new programs, Madera County residents are one of our best sources of spreading the information to the community. Once we begin to serve households, each one served tells their neighbors and thus opens a floodgate of applicants.

CDBG CARES 2020-2021

HOUSING STABILIZATION PROGRAM TIMELINE



NOTE: CAPMC must spend Emergency Solutions Grant funding by 12/31/2020. CDBG CARES funding will be spent once ESG is completed.

Exhibit B

INCOME SOURCE	AMOUNT	
CITY	\$90,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$90,000	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$3,885
BENEFITS	0150	\$ 985
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	\$75
DIRECT BENEFITS		\$77,000
OFFICE EXPENSE	0350	\$91
OFFICE RENTAL	0400	\$192
EQUIPMENT RENTAL	0450	\$250
UTILITIES	0500	\$15
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
INDIRECT COST		\$7,507
TOTAL		\$90,000

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

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

PROJECT TITLE: Rental Assistance

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

I. CLIENT INFORMATION:

1. Total number of clients receiving service this month: _____
2. Number of unduplicated individuals provided service this month: _____
3. Number of unduplicated individuals provided services year-to-date: _____
4. Number of people refused services this month: _____

Reason(s) services were denied: _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. Female Head of Household: _____

6. Income Level by Family Size:

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

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

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

1. The **two** ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The **five** racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

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 religious 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/taprogram.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.

	<u>CPD</u>	<u>FHEO</u>
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
<hr/>		
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. 20-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$55,000) WITH THE
MADERA DOWNTOWN ASSOCIATION**

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

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

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

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

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

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

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

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

WHEREAS, on April 13, 2020, the City was notified that it was eligible to receive \$536,338; and

WHEREAS, on May 5, 2020, the City Council received public comment from citizens, including input from the City Council and the Block Grant Commission (BGC), on how to utilize the \$536,338 in COVID-19 funding; and

WHEREAS, on June 18, 2020, the City Council conducted a public hearing to receive input from the public and BGC on how to allocate the \$536,338 in COVID-19 funding and make tentative determinations for allocations; and

WHEREAS, on July 15, 2020, the City Council conducted a public hearing and adopted a resolution approving the COVID-19 final funding allocations and amended 2019/20 Action Plan; and

WHEREAS, the City Council approves the 2020/21 Community Development Block Grant subrecipient agreement with the Madera Downtown Association in the amount of \$55,000; and

WHEREAS, a copy of the agreement is attached hereto as Exhibit 1; and

WHEREAS, this resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/20 amended Action Plan approval; and

WHEREAS, the Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Madera Downtown Association.
3. This resolution is effective immediately upon adoption.

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA DOWNTOWN ASSOCIATION

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of September 17, 2020, by and between the City of Madera ("City") and Madera Downtown Association, hereafter referred to as "SUBRECIPIENT."

RECITALS

- A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.
- B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.
- C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.
- D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the fifteenth (15th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit "B."

The total obligation of the City under this Agreement shall not exceed \$55,000 in fiscal year 2020-2021. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2020 and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

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

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

b. Reports/Required Notifications

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

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are

affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

Subrecipient shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the

provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

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

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient’s employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient’s employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient’s indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$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 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 **\$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 and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
[name & address]

To the Subrecipient:
[name & address]

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

a. Execution in Counterparts.

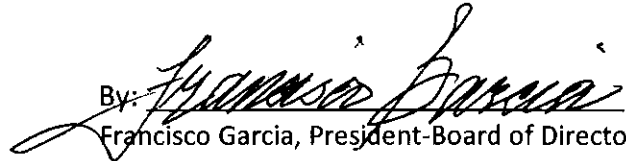
This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

MADERA DOWNTOWN ASSOCIATION:

By: _____
Andrew J. Medellin, Mayor
Board

By: 
Francisco Garcia, President-Board of Directors

Date: _____

Date: Sept. 30th 2020

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

The Madera Downtown Emergency Business Relief Program

The Madera Downtown Association is a non-profit organization whose objective is to promote and foster the improvement of the central downtown area as well as to increase business potential in the designated area. The Madera Downtown Association serves as an advisory board to the City Council of Madera for downtown business improvements to the area and was expanded to also include authority of the Parking and Business Improvement Area of downtown.

The organization is funded by quarterly assessments that are levied on business and property owners located, and/or conducting business, within the defined area for the purpose of business improvements, promotion, and parking needs as a way to increase business, improve the quality of conducting business, and eliminate blight in the district. The larger portion of assessments collected pay for the maintenance of public easements in the district. Those areas include, but are not limited to; public parking, providing public trash containers with disposal service, landscape, and street cleaning. This generates a savings to the City of Madera and Caltrans. Funds are also allocated to pay City staff for the collections of the assessment fees and for a parking attendant through the Madera Police Department. Over the years, the businesses of downtown have invested their money to enhance the area but now they are faced with the need for outside financial support while still continuing to assess themselves for the greater good of the area and our city.

The downtown businesses have experienced tremendous financial hardships due to State of California and Madera County Public Health COVID-19 Stay-At-Home Orders. The businesses, the majority being minority owned, have had to close as non-essential businesses under these guidelines. As a result of the closures, employees who largely represent our city's low to moderate income population, were laid off. The area businesses that are considered essential, have seen a significant drop in their business as well, having the same results of the non-essential businesses, forcing staff layoffs.

A high percentage of Madera downtown businesses are minority owned, with Spanish as their first language. During the application process for the SBA's Payroll Protection Plan and Economic Injury Disaster Loan many of the business owners did not apply as they did not feel comfortable and/or that they would not qualify for these funds. Those that did apply received minimal funds.

It is a known fact that Madera's downtown has suffered over many years with blight. In the last 18 months, the City of Madera, along with the community, spent a tremendous amount of concentrated effort on two programs centered in the downtown area. The Caltrans Sustainable Transportation Planning Grant Program resulted in the development of a much-needed masterplan specific to State Route 145, East Yosemite Avenue, also known as downtown Madera, which serves as the community's "Main Street". Remarkable change is projected for downtown through this program. Also, the Madera Housing Authority received approval on a grant for a downtown housing project that in

large part, houses veterans. The site was chosen to create a living area with easy access to local goods and services to those that will be living in the units. Both programs were designed to have great economic impacts on the downtown area. A positive business climate in the district is vital to the future success of these anticipated programs.

The retail and service establishments in the area are essential to our local economy. They generate a good volume of sales tax dollars, are ongoing contributors to our community as taxpayers, employers, charitable donors, and more. They are citizens of Madera and raising their families here. Our downtown businesses are in desperate need for additional funding to retain their businesses. Emergency funding is needed to preserve all they have worked for in pursuit of the American Dream.

Phase 2.5 of the State of California's plan to reopen has begun. As these businesses begin to proceed they will need to re-establish their plan of operation, including the increasing employees hours that were cut, rehiring of their employees, and to put new safety measures in place for the protection of their employees and customers. This will likely increase their cost of doing business.

Madera's downtown merchants and professionals do not give up easily. They possess the passion that supports the entrepreneurial spirit. Current circumstances, however, may diminish their hopes due to the ongoing financial burdens of the pandemic. Without help many will be at risk and face the inability to rehire employees, experience additional layoffs, forced to file for bankruptcy. Even worse, some may be forced to close their business, turning their dream into a nightmare.

It is key to our local economy that there be programs put in place that will sustain business retention efforts. The proposed Madera Downtown Emergency Business Relief Program will do just that if this grant funding request is approved.

The Madera Downtown Association does not employ staff and for that reason contracts with the Madera Chamber of Commerce for month to month administrative services. The MDA Board of Directors is confident in the years of experience the Madera Chamber would bring to this program. Working together on behalf of distressed businesses the proposed Madera Downtown Emergency Business Relief Program would be a success.

There are over 200 businesses that make up the Madera Downtown Association. The proposed Madera Downtown Emergency Business Relief Program would provide grants to eligible businesses at a minimum of \$500.00 to a maximum of \$2500.00.

Funding received will help the downtown businesses rehire and/or maintain current jobs and as a result may loosen up money to provide them with the ability to pay for overdue mortgage, rent, utilities, and other important operational costs. The purchasing of necessary office supplies and/or the cost to reconfigure their business as it relates to compliance with public health orders including social distancing will also be considered.

The application process and intake will be done by the Madera Chamber of Commerce on behalf of the Madera Downtown Association. Business owners will be required to fill out an

application and provide a narrative on their current status due impacts from Covid-19, financial impact, and what the funds would be used for. There must be proof of economic hardship included with the application. An electronic form and a hard copy form will be available in both English and Spanish.

In order to serve the businesses in a timely fashion a four (4) panel review and selection committee will be formed and comprised of a representative from the Madera Chamber of Commerce and three (3) members of the Madera Downtown Association Board. Note: the three (3) directors of the Board will NOT be eligible to apply for funding as to avoid any conflict of interest. The review and selection committee will meet weekly to screen all applications for completeness, eligibility, determine amount of funding, approve awarding of funds, and contact recipients. At the Board of Directors of the Madera Downtown Association a report will be provided for approval. The MDA meets every month on the 2nd Wednesday of the month but if necessary, can call a special meeting.

Client Eligibility Requirements are as follows:

- Must be the owner/operator conducting business within the Madera Downtown Association Assessment District. (Property owners only are not eligible)
- Business Owner/Operator Must Be A Resident of Madera County.
- Must be demonstrated and certified that the business applicant has been operating for at least two full years prior to March 20, 2020 and licensed through the City of Madera.
- Funds will be limited to (1) grant per business entity.
- Business must employ 10 or less.
- Funds must be used be for one or more of the following: increase employee hours that were decreased, rehiring of laid off employee/s, to maintain current staffing, mortgage or rent in arrears as of March 20, 2020, construction or supplies to establish and meet public health safety guidelines i.e. social distancing, other services necessary to operate their business including supplies/materials related to complying with State and County health orders/measures due to Covid-19, and/or utilities.
- Higher priority will be given to those businesses who did not receive funding from the PPP or EIDL and amounts will also be based on such.
- Selected businesses will be required to sign a technical assistance and reporting agreement for disclosure of name to be used in reporting to the City of Madera and HUD.

MARKETING AND OUTREACH PLAN

Information on the program will be mailed electronically to members of the Madera Downtown Association multiple times. It will also be mailed directly through the United States Post Office. Applications will be available online at maderadowntown.com and the Madera Chamber of Commerce. All literature will be available in English and Spanish.

TIMELINE

Due to the strong need of financial assistance to the businesses in the area, it is determined that funds will be allocated quickly but due to the process of the program reimbursement it is anticipated the program will be approximately six (6) to nine (9) months.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	*200+	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	30-48	
3. Has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
	X	
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.)	**Yes	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

**This is strictly the number of businesses in the designated area this grant is being applied for. It does not include employees. If employees of the business were considered the number would increase to over 1000.*

***Must show proof of employee/s hours having been decreased or employ layoffs due to COVID-19 as of March 2020. Will also be suggested to include bills in arrears as of March 2020 that are impacting their employment status; utility, mortgage, rent, etc.... March 20 was when the State ordered shut down. Review and Selection Committee will reserve the right to request financial proof that the business was stable prior to March 2020.*

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

Business Closures Due to Covid-19 and State Stay at Home Orders

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
					X	X	X	
GENDER	Female	X						
	Male	X						
FEMALE HEAD	Approx. 40%							

Ethnic Categories*	No.
Hispanic or Latino	75%
Not-Hispanic or Latino	25%
Racial Categories*	
American Indian or Alaska Native	
Asian	7%
Black or African American	1%
Native Hawaiian or Other Pacific Islander	
White	17%
Other	

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

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

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation regarding COVID-19? Please provide details.
2. Evidence of collaboration with other agencies within the community regarding COVID-19.

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

REFERENCES

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

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

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

Name	Title	Company/Agency	Phone	Email Address
Belva Bare	Exec. Dir.	Madera Cemetery District	(559) 674-8826	madcem@yahoo.com
Dennis Smith	Owner Past President	GBS Madera Kiwanis Club (former)	(559) 474-8287	dennis@gbshardware.com
Will Oliver	Former Councilman	City of Madera		woliver21@gmail.com

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

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

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

10 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: July 28, 1995

IRS Employer Number: 77-0321037

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

FINANCIAL:

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

How often are financial records audited, and by whom? Annually, Bob Garibay, CPA

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

If so, for how much? _____

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

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera Downtown Association do hereby resolve that on May 19, 2020, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: May 18, 2020

AGENCY NAME: Madera Downtown Association

ADDRESS: 120 North E Street, Madera, CA 93638

TELEPHONE: 559-673-3563

Email Address: dbray@maderachamber.com and leightonsjewelers@msn.com

By: 
President, MDA Board of Directors

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

By: 
Debi Bray, (CEO, Madera Chamber of Commerce) applying on behalf of the Madera Downtown Association

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

EMAIL THE APPLICATION TO: ddybas@madera.gov

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

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

Exhibit B

INCOME SOURCE	AMOUNT	
CITY	\$55,000.00	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$55,000.00	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$5000.00
BENEFITS	0150	\$500.00
SERVICES & SUPPLIES		\$550.00
INSURANCE	0200	\$300.00
COMMUNICATIONS	0250	\$500.00
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	\$50.00
UTILITIES	0500	\$100.00
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS - FUNDING DISBURSEMENTS	0650	\$48,000.00
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL	*	\$55,000.00

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

NAME OF ORGANIZATION: Madera Downtown Association
120 North E Street
Madera, CA 93638

PROJECT TITLE: Micro-Enterprise Business Assistance

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

I. CLIENT INFORMATION:

1. Total number of clients receiving service this month: _____
2. Number of unduplicated individuals provided service this month: _____
3. Number of unduplicated individuals provided services year-to-date: _____
4. Number of people refused services this month: _____

Reason(s) services were denied: _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. Female Head of Household: _____

6. Income Level by Family Size:

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

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

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

1. The **two** ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The **five** racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

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 religious 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/taprogram.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.

	<u>CPD</u>	<u>FHEO</u>
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
<hr/>		
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. 20-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$185,338) WITH THE
MADERA COALITION FOR COMMUNITY JUSTICE**

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

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

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

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

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

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

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

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

WHEREAS, on April 13, 2020, the City was notified that it was eligible to receive \$536,338; and

WHEREAS, on May 5, 2020, the City Council received public comment from citizens, including input from the City Council and the Block Grant Commission (BGC), on how to utilize the \$536,338 in COVID-19 funding; and

WHEREAS, on June 18, 2020, the City Council conducted a public hearing to receive input from the public and BGC on how to allocate the \$536,338 in COVID-19 funding and make tentative determinations for allocations; and

WHEREAS, on July 15, 2020, the City Council conducted a public hearing and adopted a resolution approving the COVID-19 final funding allocations and amended 2019/20 Action Plan; and

WHEREAS, the City Council approves the 2020/21 Community Development Block Grant subrecipient agreement with the Madera Coalition for Community Justice in the amount of \$185,338; and

WHEREAS, a copy of the agreement is attached hereto as Exhibit 1; and

WHEREAS, this resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/20 amended Action Plan approval; and

WHEREAS, the Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective immediately upon adoption.

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA COALITION FOR COMMUNITY JUSTICE

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of September 17, 2020, by and between the City of Madera ("City") and Madera Coalition of Community Justice, hereafter referred to as "SUBRECIPIENT."

RECITALS

- A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.
- B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.
- C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.
- D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the fifteenth (15th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed \$185,338 in fiscal year 2020-2021. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2020, and shall end its performance June 30, 2021, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

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

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

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

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

b. Reports/Required Notifications

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

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are

affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

Subrecipient shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "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 that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

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

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient’s employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient’s employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient’s indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
[name & address]

To the Subrecipient:
[name & address]

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

MADERA COALITION FOR COMMUNITY JUSTICE:

By: _____
Andrew J. Medellin, Mayor

By: Loures Herrera
Loures Herrera, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

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

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

There is nothing more devastating to a family short of a life-threatening illness like COVID-19 than being homeless because it disrupts every aspect of the day-to-day lives of family members. Likewise, there is nothing more destabilizing for a community than to have a large number of residents suddenly becoming homeless with no housing especially during the state's shelter-in-place order. 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 and small business

(Parenthetically, the issue with food distribution is not lack of supply because there is a surplus free food, but lack of entities and organized groups willing to conduct distributions due to the fear of transmission of the virus. Likewise, given the amount of money in question, it will do next to nothing in terms of restarting the local economy because small businesses' hands are tied unless and until things return to normal and people have recovered lost income and able to spend. At best, money will be used to pay off preexisting bills and do nothing to hire back employees without business first returning to pre-COVID-19 level.)

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

*The challenges faced by families negatively impacted by the pandemic are multifaceted: 1) the loss of employment means no income and depletion of whatever savings they may have had; 2) rent and utilities are unpaid both past and current; 3) all one-time funds (stimulus money) are expended on immediate needs which remain inadequate; 4) household expenses have increased since store prices have increased and more food is needed to feed children at home due to no school; 5) there are no savings to cushion the shortfall; 6) other bills (e.g., car, credit card, etc.) go unpaid and late fees accumulate; 7) low- and moderate-income homeowners who were unable to make their mortgage payments watch their loan go into default as principle, interests and fees continue to mount; and last but not least is the pervasive misinformation that somehow the President's pronouncement, Governor executive order and/or the local ordinance means that tenants **don't** have to pay rent.*

Respecting the above, the moratoria of rent and utilities provided much-needed respites but once the deferments are over, the back rent must be repaid AND the current rent and utilities that fall

due must be paid as well. (Rent is owed at the beginning of each month.) For those who have been receiving unemployment benefits, the additional \$600 ends on 7/31. Those who are recalled for work will be given less than their usual hours because of reduced business and so they fall further behind on bills. Expiration of the moratoria on rent and utilities and the court's emergency order halting eviction produces the perfect storm. There will be two waves of evictions: August when current rent due goes unpaid and November when the tenants are unable to pay the 3 plus months of unpaid rent during the moratorium. Respecting the first group, it is inevitable that there will be a sizeable number of tenants who failed to provide their landlords with proof of their COVID-19 related loss of income, will have no defense in court when sued and will be evicted as soon as the courts reopen.

The effect of families losing their homes are immediate, negatively impactful and far-reaching – parents losing their jobs, children missing school and falling behind on their school work, and families with nowhere to prepare and eat their meals. After they become homeless, any remedial efforts are simply too little and too late. E.g., It is virtually impossible find new housing once a renter has an eviction on record.

The bottom line is that there will be massive dislocation of families and confusion in Madera – homelessness will be rampant. The timing could not be worse given the pandemic. This is compounded by the fact that the affordable housing market in the City of Madera has been static for years. (In fact, it has been experiencing a negative vacancy rate for the past 5 years.) Despite a continued growing population, the City's housing stock has actually shrunk due to the City ordinance requiring rental inspections. There has been an increasing demand with a diminishing supply of housing. Over 52% of households are renters in the City. The overwhelming majority are moderate and low-income. As is true everywhere across the country, low-wage workers have suffered a disproportionately higher number of job loss due to the pandemic. What we are going to witness in Madera is a game of musical chairs with families who are the subject of evictions scrambling to find housing as the fall and winter months approach. What is unpredictable is how long the pandemic will continue and worse, whether there will be a spike later in the year.

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

This is not a housing voucher program. It is a rental eviction and utility shutoff prevention program that also counsels applicants about COVID-19 financial assistance and resources that may be available to further assist them. Furthermore, they will learn about their legal rights to benefits and job protections. There are no agencies currently addressing the issue of impending evictions and utility shutoff other than Madera Coalition for Community Justice. Madera County Community Action Partnership receives FEMA funding for rent assistance but the maximum amount is limited and the program consistently runs out of funds. Department of Social Services have two programs for welfare recipients who are facing imminent eviction to get payment of first month's rent and security deposit, if eligible. None of the other agencies provide the needed counseling that are often needed for families to fully access benefits and service to protect themselves.

MCCJ operates PG&E's Reach program and California Public Utility Commission's TEAM program. The former is a utility payment assistance program and the latter a utility bill dispute

resolution service. Further, MCCJ is the Fresno/Madera United Way's COVID-19 assistance ambassador/prosperity counsel in Madera County. In that dual capacity, it will be screening all Madera applicants seeking assistance due to needs arising from the pandemic. (The final program benefits have not been finalized but will include financial assistance in the main.) Still further, the organization received a grant of \$50,000 from the Sierra Health Foundation to address the financial needs of low-income families, single-parent-headed households and victims of domestic violence in the county. The organization is considering utilizing the funds to target families in need of rent and utility assistance as a way of supplementing the above resources that are unavailable available through this application, e.g., emergency medical bills, car repair, etc. Additionally, the fund will target families residing in the County.

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

MEPUSP will do the following:

- Provide rental assistance to families facing eviction for nonpayment of rent (due to COVID-19) and/or obtain new housing.
- Provide mortgage payment
- Provide utility (electricity, water and sewer) assistance to families facing utility shutoff due to nonpayment arising from loss of income related to COVID-19..
- Provide financial counseling and referral services to families impacted by COVID-19 regarding benefits, services, other resources, legal rights and job protections.*

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. The organization has been conducting all of its business in compliance with the state mandate as seamlessly as possible.

*All applicants seeking financial assistance will be counseled on the availability of other resources, financial assistance, benefits, rights & job protections, and services to assist the distressed families in more than just preventing evictions and utility shutoffs. (E.g., income replacement (UIB & CARES Act expansion, Pandemic Unemployment Assistance, SDI, Paid Family Leave); paid or unpaid leave (California Paid Sick Days, FFCRA Emergency Paid Sick Leave & Expansion, CA Supplemental Paid Sick Leave for Food Sector Workers, Family Medical Leave Act & California Family Rights Act, California Family School Partnership); private and government relief funds; Pandemic EBT benefits; housing rent deferment and mortgage forbearance programs and options; health advisory; local food distribution and free meal sites, etc.) Applicants will provided with information sheet and referrals made to agencies for follow-up and reporting. Also, immigrants will be informed about eligibility for public programs.

Program will coordinate, collaborate and cooperate with California Rural Legal Assistance,

Madera County Action Partnership, Madera Housing Authority, Fresno –Madera United Way, Madera County Food Bank, etc. to leverage their expertise, services and resources to better assist applicant families in keeping their homes and getting back on their feet.

MCCJ seeks to provide direct financial assistance up to 200 families and counseling services to another 800 families who did not receive services. (Each household has 3.77 persons on average according to local government records) Thus, the impact would be 3777 persons helped by this program.

Timeline: This program will commence once it is funded which is anticipated to be the beginning or early June and it will continue until December 31st 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.

Staff - MCCJ intends to hire new staff and not current employee for this program. It will be 1 full-time coordinator supported by a limited part-time supervisor who will provide the monitoring of the disbursement aspect of the program and the needed expertise to support the counseling service.

1 FTE program coordinator – 40 hrs/week
1 limited P/T supervisor 5-6 hrs/week

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 of stated goals, objectives and activities as set forth below. Important criteria include completion of tasks, attaining high rate of participation and ability to assist the largest number possible, and compliance with budget outlay. These are important indicators that will measure successes or failures.

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 that is available for

review by program manager and provided to the City upon request for purposes of ongoing monitoring of program.

Program Protocol

Preamble: Overarching goal is to keep families facing loss of housing housed whether by keeping them in their current housing and failing that putting them in new housing. In that connection, a secondary goal ensuring that their utilities are uninterrupted.

Program policies aligned with CDBG-CV Public Service's enunciated national objectives and structure and 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.

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 or City of Madera). Staff will investigate to verify information provided. The same process and procedures will be followed in utility shutoffs. Documentation of disbursements will be maintained.

Households seeking assistance will be provided with and required to complete an application and furnish supporting documents. Incomplete applications will be rejected unless exempted due to extenuating circumstances that are verified. The application will inform applicant of the types and amounts of financial assistance and criteria used to determine eligibility and grant amount.

Allowable expenses for housing assistance are rent, back rent, security deposit and credit report fees. Rent arrearages that predates March 2020 are disallowed. (Instances of retroactive application of current rent payment by landlord will considered on a case-by-case basis.) Allowable utility expenses are bills reflecting the months beginning with March 2020 up through the month of application. Again, any arrearage that predates March 2020 are disallowed.

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's request for financial assistance must directly relate to COVID-19 related impacts (e.g., loss of job, reduction in hours, childcare, health issues, etc.).*
- *Applicant families who have been evicted related to COVID-19 reasons and currently without housing are eligible for first month's rent and security deposit.*

Assistance amounts

- *Maximum monthly rental assistance or mortgage payment is \$1500 per households, regardless of the number of units therein, up to a total of 3 months. Allowable maximum is \$4500.*
- *Maximum monthly utility assistance is \$150 per household up to a total of 3 months. Allowable maximum is \$450.*
- *Each household is eligible to request either or both once.*

- 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.)

Time period

- No financial assistance payment allowed that predate March 1, 2020.
- Any retrospective application of financial assistance toward a month prior to March 2020 is not allowed. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.
- Financial assistance allowable for obtaining new housing not resulting from eviction.

Priorities (Each application will be rated based on the following criteria in no particular order other than assuring that affected families remain housed and with essential services.)

1. Payment of assistance (rent or mortgage payment) will stop the eviction process and allow the family to remain in the home. *
2. Payment of assistance will allow the family to continue receiving uninterrupted utility services;
3. Applicant has explored the potential of entering into repayment plan to extinguish arrearages in order to reduce the amount of assistance payment needed. **
4. No current income and/or savings.
5. Likelihood of reemployment or future employment or receipt of other income source. ***
6. Ineligible for federal stimulus or state funds;
7. Ability to come up with matching funds to reduce the amount of assistance needed.
8. Likelihood of success in remaining housed or finding new housing if assistance is provided.
9. Imminence of loss of housing or utility shutoff. ****
10. No other viable options available. Applicants are required to take advantage of other options. This is a program of last resort. *****
11. First come, first served.

*Request for financial assistance to forestall an eviction due to a rent arrearage will be denied if the applicant has no means to pay both current and future rent. Alternatively, a grant would be made to allow the applicant to find new housing notwithstanding in light of the imminence of eviction.

***Request would be granted if the applicant is going back to work so can pay rent as they come due once the arrearage is extinguished.

*** *Proof of service of notice of termination, summons and complaint and notice of foreclosure sale are required.

*****In the case of mortgages, a borrower must fall behind by 3 months before the lender initiates the foreclosure process by sending out a notice of default. When the default is not cured, notice of sale is sent 90 days later. A foreclosure is held no sooner than 20 days thereafter. At any point up to the date of sale, the borrower can exercise the right of redemption to keep the home. Alternatively, the borrower can request a modification of the existing loan

which will delay matters for at least another 60 days on average. After the sale, the new owner must serve a notice of termination before initiating eviction proceedings. Often the new owner after the foreclosure sale offers "cash for keys" (approximately \$2500) in lieu of going to court. Thus, from the time of default, the mortgage borrower gets to remain in the house for 240 days at a minimum, (that's without requesting a loan modification) and stands a chance of getting money to move into a new place. And if the loan is modified, the default is cured and the borrower gets to stay in the home. To the extent that a homeowner has multiple, better and more sustainable options and not imminent, such requests will receive a much lower priority rating.

Application assessment: Each application will be scored based on a point-based system, amount of request and amount of funds available.

Which National Objective does your program meet?

Serving low- and moderate-income families by meeting their emergency needs.

Which measurable objectives does your program meet?

Providing financial assistance for rent/mortgage payments and utility fees to stave off evictions and avoid shutoffs respectively.

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

There is a possibility of augmenting this program with F-M United Way funding. However, this has yet to be determined by the organization at this time. If and when this happens, MCCJ will be coordinating those resources with funds secured by this application.

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

None.

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.

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.

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

N/A

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

The program will strictly adhere to the established "priorities" set forth above. The predominant emphasis will be focused on the very low to low income households. In that respect, the program will endeavor to maintain a 2:1 ratio in its allocation of funds.

Nevertheless, all applicants will receive some assistance even if it is not monetary in nature by counseling and referring them to other sources that can assist them in some manner. See above. Furthermore, there will be a waiting list maintained in the event there are either unused or additional funds available.

Discuss your program's/project's successes.

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

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

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

See above. Between 2013-2019, the organization's performance is aptly captured in the fact that it continues to receive funding for ongoing work and additional funds to engage in new work. Being appointed by the County to lead its 2020 Census campaign was a high honor and recognition of its role and place in the community. Along those lines, its adoption by the Fresno-Madera United Way as its representative agency in Madera County is another achievement.

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

Records of all application for financial assistance from local residents and the nature and extent of the same will be maintained and available for review by the City. The applications themselves constitute the raw data and the tally sheets will summarize the outcome of those requests. From them, it can be easily be determined the type and level of increase in services.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	5,000	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	1000*	
3. Has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		x
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	x	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		x

*Note that the number represents the number of households that will be helped -- recognizing that each family has 3.77 persons on average.

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

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				275	500	100	75	50
GENDER	Female	650						
	Male	350						
FEMALE HEAD	310							

Ethnic Categories*	No.
Hispanic or Latino	775
Not-Hispanic or Latino	225
Racial Categories*	
American Indian or Alaska Native	2
Asian	18
Black or African American	30
Native Hawaiian or Other Pacific Islander	
White	910
Other (Indigenous)	40

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

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

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

INCOME SOURCE	AMOUNT	
CITY	\$434,075.00	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES*	ACCOUNT NO.	AMOUNT
SALARIES	0100	26400
BENEFITS	0150	1600
SERVICES & SUPPLIES		1000
INSURANCE	0200	1400
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	600
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	500
TRAVEL (ADMIN.)	0550	75
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
FINANCIAL ASSISTANCE		400,000.00

(Funds to be disbursed to eligible households.)

Administrative Exp.	1	1	2500.00
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TOTAL	\$434,075.00
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CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

There was no formal effort to survey the client community due to how quickly the COVID-19 pandemic came to the attention of the public followed by the shelter-in-place order went into effect. Nevertheless, through its work in its various projects, issues of rent and utility costs have always been pressing needs. Since the pandemic, in follow-up communications with community members, the need for rent and utility assistance was confirmed. The fact of the matter is low-income families in Madera live from check to check and any interruption or diminution of income is fatal.

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

MCCJ continues to collaborate with the local food bank in its weekly distribution. Likewise, its partnerships with CRLA and the United Way are ongoing. Given its lengthy relationship with agencies over the years, it is anticipated that any and all needed collaborative strategies to better serve the client community will be forthcoming.

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

REFERENCES

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

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

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

Name	Title	Company/Agency	Phone	Email Address
David Hernandez	Community Service & Parents Resource Center	MUSD	706-7741	Davidhernandez@maderausd.org
Rick Farinelli	Business administrator	St. Joachim Church	673-3290	manager@sjoachim.org

Ashley Ruiz	Program Manager	Fresno/Madera United Way	243- 3664	aruiz@uwfm.org
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SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? monthly

What was the average number of Board members attending meetings last year? 5-6

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

5 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1993

IRS Employer Number: 77-0391942

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

FINANCIAL:

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

How often are financial records audited, and by whom? Annually; Craig Accounting, Inc.

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

 N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on 4/28, 2020, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: May 14, 2020

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 219 S. D St., Madera , CA 93638

TELEPHONE: 661-1879;

Email Address loudash@maderacch.org

By: 

President of the Board of Directors

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

By: Lourenes Herrera
Executive Director

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

EMAIL THE APPLICATION TO: ddybas@madera.gov

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

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

Exhibit B

PROJECT BUDGET		
INCOME SOURCE	AMOUNT	
CITY	\$185,338	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (Provide Source)		
TOTAL BUDGET		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	100	\$26,400
BENEFITS	150	\$1,600
SERVICES & SUPPLIES		\$1,000
INSURANCE	200	\$1,400
COMMUNICATIONS	250	
CONSULTANT SERVICES	300	
OFFICE EXPENSE	350	\$600
OFFICE RENTAL	400	
EQUIPMENT RENTAL	450	
UTILITIES	500	\$500
TRAVEL (ADMIN.)	550	\$75
FOOD SUPPLIES	600	
CONTRACTS	650	
TRANSPORTATION	700	
FUND RAISING	750	
TOTAL		\$185,338

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

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

PROJECT TITLE: Madera Eviction and Utility Shutoff Prevention

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

I. CLIENT INFORMATION:

1. Total number of clients receiving service this month: _____
2. Number of unduplicated individuals provided service this month: _____
3. Number of unduplicated individuals provided services year-to-date: _____
4. Number of people refused services this month: _____

Reason(s) services were denied: _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. Female Head of Household: _____

6. Income Level by Family Size:

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

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

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

1. The **two** ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The **five** racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

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 religious 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/taprogram.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

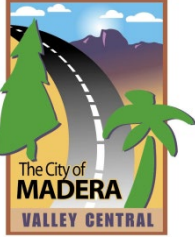
The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility 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.

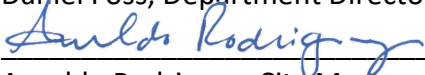
	<u>CPD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	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
<hr/>		
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: 

 Daniel Foss, Department Director

 Arnaldo Rodriguez, City Manager

Council Meeting of: September 16, 2020
Agenda Number: D-1

SUBJECT:

Project Authorization Agreement with Aviation Managing Consulting Group (AMCG) for Co-Pilot (CAT II) Program.

RECOMMENDATION:

Adopt a Resolution approving the Project Authorization Agreement with AMCG for Co-Pilot (CAT II) Program Airport Management Support.

SUMMARY:

The City has an existing consulting services agreement with AMCG for consulting services related to the Madera Municipal Airport; however, due to increased demand from stakeholders, a graduated plan is being recommended. The proposed agreement would supersede the current agreement and would extend the term one-year to November 30, 2021. The existing agreement has a sunset clause of November 30, 2020.

The subject agreement would allow for additional services. More specifically, the current plan costs \$250 per month and allows for 60 minutes of airport management co-pilot support, whereas the new plan would cost \$490 per month and include 120 minutes of co-pilot support (see Table 1).

Table 1: Plan Comparison		
<i>Plan</i>	<i>Monthly Rate</i>	<i>Contract Period</i>
Current Plan	\$250 for 60 minutes	November 30, 2020
Graduated Plan	\$490 for 120 minutes	November 30, 2021

The need for additional services may be attributed to:

- Renewed interest in land leases at the airport, similar to the agreement that the Council approved on July 15, 2020 between the City and WSD, LLC, a California limited liability company for a 37,000 square foot airplane hanger
- Upcoming Capital Improvement Projects that will necessitate greater coordination with the Federal Aviation Administration (FAA)
- Coordination with the FAA on potential through-the-fence agreements
- Consultation on the City's desire to establish a recharge basin just west of the airport at the golf course
- Need to prepare a commercial land lease rate study similar to the study that was recently prepared for noncommercial land leases

DISCUSSION:

The AMCG Co-Pilot program provides a blend of uniquely talented consultants with over 125 years of combined experience in aviation experience. Some services offered by AMCG include: Strategic Planning, Rent/ Fee studies, RFP development, Through the fence assessments, and general aviation lease analyses. These services are integral to the airport's current state of affairs. There has been increased interest from stake holders, which makes AMCG's co-pilot program a valuable asset to the Madera Municipal Airport.

FINANCIAL IMPACT:

This agreement will be financed by funds set aside for this purpose in the Airport Operations budget.

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:

Council may request that staff provide additional information or identify alternate consulting firms.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 – AMCG Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING PROJECT AUTHORIZATION AGREEMENT WITH
AVIATION MANAGING CONSULTING GROUP (AMCG) FOR CO-PILOT
PROGRAM – CAT II AIRPORT MANAGEMENT SUPPORT**

WHEREAS, the City entered into services consulting agreement with Aviation Managing Consulting Group (AMCG) on June 1, 2020; and

WHEREAS, the existing agreement service rate is \$250 for 60 minutes of consultation time per month; and

WHEREAS, the City has identified the need to upgrade the existing AMCG co-pilot program services package and extend the term by one-year; and

WHEREAS, AMCG has been identified as a firm having the necessary experience and qualifications to provide airport consulting services; and

WHEREAS, the upgraded package service rate will be \$490 for 120 minutes of consultation time per month; and

WHEREAS, the upgraded package includes an agreement that will extend for a period of one-year.

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 Project Authorization Agreement with Aviation Managing Consulting Group (AMCG) for Co-Pilot Program – CAT II Airport Management Support.
3. The current Project Authorization Agreement shall be deemed null and void and superseded by the Project Authorization Agreement effective August 31, 2020.
4. This resolution is effective immediately upon adoption.

* * * * *



PROJECT AUTHORIZATION AGREEMENT

- Client:** City of Madera, Madera Municipal Airport
1030 South Gateway
Madera, California 93637
- Contact:** Mr. Dan Foss, Interim Operations Director
Email Address (for notices): dfoss@madera.gov
- Consultant:** Aviation Management Consulting Group, Inc.
9085 E. Mineral Circle, Suite 315
Centennial, Colorado 80112
- Contact:** Jeff Kohlman, Managing Principal
Email Address (for notices): jkohlman@amcg.aero
- Services:** Co-Pilot Program – CAT II Airport Management Support
- Scope:** Aviation Management Consulting Group (AMCG) will provide airport management co-pilot support to Client from September 1, 2020 to November 30, 2021 (as outlined in the *AMCG Airport Management Co-Pilot Program Brochure provided by email to Dan Foss on May 14, 2020*).
- Fees:** The Scope will be provided for \$490 per month for 120 minutes of airport management co-pilot support.
- Additional airport management co-pilot support beyond the allocated and purchased minutes will be provided at the discounted hourly rate of \$225 per hour.
- If Client refers another party that purchases a co-pilot support package from AMCG, Client will receive one additional month of airport management co-pilot support for each referral.
- Expenses:** The Client agrees to reimburse AMCG (at cost without mark-up) for any direct (project-related) expenses incurred by AMCG. AMCG does not anticipate any expenses associated with the scope. Client's approval is required prior to incurring any direct (project-related) expenses.
- Direct (project-related) expenses include air and ground transportation, lodging, subsistence, and costs for outside services (e.g., overnight or courier service, copying, printing, and document production/duplication, etc.).*
- Terms:** A signed Agreement will be required to commence work. Fees for services rendered (and reimbursement for expenses incurred) by AMCG will be payable on a progressive basis predicated upon the work performed and the expenses incurred by AMCG each billing period (terms net 15 with interest at 15% per annum accrued on any unpaid balance). AMCG shall for all purposes be deemed an independent contractor of Client. While AMCG typically invoices on a monthly basis, AMCG may invoice the Client on a more frequent basis in AMCG's discretion. If any payment due and owing is not made promptly by the Client, AMCG may discontinue work. The Client agrees to pay all costs of collection including attorney's fees and related costs/expenses and all interest incurred if payments are not made as agreed. In the event of any other dispute, the prevailing party shall be entitled to recover attorney's fees, court costs, and related costs/expenses.
- This Agreement is subject to the terms and conditions included in **Attachment A – General Terms and Conditions**.



PROJECT AUTHORIZATION AGREEMENT

AMCG does not employ any attorneys, certified public accountants, or engineers. As such, AMCG will not directly provide any legal, tax, or engineering reviews, render any legal, tax, or engineering findings, observations, opinions, or recommendations, or provide any legal, tax, or engineering advice to the Client.

The Client understands that AMCG provides a wide range of aviation management consulting services to current and prospective owners and operators of airports and aviation businesses (and other entities) located throughout the United States and abroad. While AMCG has determined (and the Client has agreed) that no conflict of interest exists at this time (relating to the services identified in this Agreement), the Client understands that potential conflicts of interest (which cannot be anticipated at this time) may arise relating to future work (not related to the services identified in this Agreement) and if AMCG identifies a potential conflict and the conflict cannot be resolved, AMCG may not be able and would not be obligated to provide services to the Client as it relates to future work that is or may be perceived as being in conflict. In such a case, AMCG will identify and refrain from performing the services that are or may be perceived as being in conflict. All other aspects of this Agreement or any other agreement between AMCG and the Client shall not be affected.

This Agreement is subject to change (including withdrawal in part or whole) if not executed by the Client by 5:00 pm (Mountain) on September 15, 2020.

By: _____ Date: _____
Jeff A. Kohlman, Managing Principal
Aviation Management Consulting Group, Inc.

Client's Acceptance, Agreement, and Authorization:

I am authorized to sign for and bind City of Madera, California to the terms and conditions of this Agreement.

By: _____ Date: _____
(Signature)

Name: _____ Title: _____
(Print) (Print)

1. Entire Agreement

This Agreement, together with these General Terms and Conditions, any attachments, and/or written amendments hereto which may be agreed on by the Parties, constitutes the entire understanding and agreement between the Parties with respect to the Services to be provided hereunder and supersedes all previous negotiations, writings, and/or other agreements with respect to the subject matter hereof. If a proposal is attached hereto for purposes of scope and/or fee, then any additional terms or conditions contained in such proposal are void and not a part hereof.

2. Amendments

This Agreement and said attachments may only be amended by a written instrument signed by an authorized representative of each of the Parties hereto.

3. Indemnification

AMCG and Client each agree to indemnify, hold harmless, and defend their respective directors, officers, employees, agents, and representatives from and against all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death and reasonable attorneys' fees to the extent resulting from indemnifying party's negligent acts, errors, or omissions or breach of contract relative to this Agreement.

4. Insurance

Without limiting AMCG's indemnification of Client, and prior to commencement of Services, AMCG shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement policies of insurance of the type and amounts described below and in form satisfactory to the Client.

Minimum Scope and Limits of Insurance

AMCG 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.
- **Worker's Compensation** as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. AMCG shall submit to the Client, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Client, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability** (Errors & Omissions) per claim and in the aggregate. AMCG 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 AMCG agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Client, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow AMCG, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. AMCG hereby waives its own right of recovery against the Client.

Enforcement of Contract Provisions (non estoppel)

AMCG acknowledges and agrees that any actual or alleged failure on the part of the Client to inform AMCG of non-compliance with any requirement imposes no additional obligations on the Client, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If AMCG

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

AMCG 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.

5. AMCG's Liability; Remedy for Breach

AMCG is not liable to Client, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. IN NO EVENT SHALL AMCG'S AGGREGATE LIABILITY FOR ALL CLAIMS EXCEED THE AMOUNTS PAID BY CLIENT TO AMCG IN THE PRECEDING 12 MONTHS.

In the event of any breach of this Agreement by AMCG with respect to the provision of Services, AMCG shall promptly correct or re-perform all such Services, which shall be the sole and exclusive remedy of Client for any such breach of this Agreement.

6. Mediation

In the event of a dispute arising out of or relating to this Agreement or the Services to be rendered hereunder, the Parties agree to: (i) attempt to resolve the disputes through direct negotiations between the appropriate representatives of each party for a period of at least 60 days and (ii) if such negotiations are not

fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules of the American Arbitration Association.

In the event a dispute shall arise under or about this Agreement, the prevailing party as determined by the mediator (defined as the one recovering or defending more than 50% of the claim) shall be entitled to recover from the other party as part of the prevailing party's costs, its reasonable attorney's fees and mediation fees.

7. Termination

This Agreement may be terminated by either Party upon a material breach by the other Party which goes uncured for a period of 15 days after such Party's receipt of notice thereof from the non-breach Party. In the event of termination, Client shall pay AMCG for Services completed through the effective date of termination.

8. Assignment

Client may not assign, sublet, or transfer its rights and/or obligations under this Agreement without the prior express written consent of AMCG and any attempted assignment, sublet, or transfer without such consent shall be null and void.

9. Conflicts

If any provision of this Agreement is found to be in conflict with another provision in this Agreement, the provision that establishes the higher or stricter standard shall prevail.

10. Saving Clause

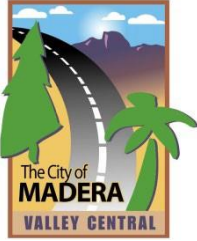
If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect AMCG'S intention. All remaining provisions of this Agreement shall remain in full force and effect.

11. Severability

The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

12. Notice

Any and all notices required or authorized to be given pursuant to this Agreement between the Parties will be considered as having been legally delivered if sent via hand-delivery, email, sent by overnight courier service, or sent by U.S. First class Certified or Registered Mail, postage prepaid, and return receipt requested to the addresses of each party identified in this Agreement. Either party may change its addresses for notices by providing written notice to the other Party as set forth in this Section.



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: September 16, 2020

Agenda Number: D-2

SUBJECT:

Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane

RECOMMENDATION:

Adopt a Resolution approving an Agreement with Peters Engineering Group (PEG) in the amount of \$31,075 for professional engineering services and authorizing optional services up to \$3,000 for a Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 ("Project")

SUMMARY:

The Agreement with PEG is for design engineering services for a Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane. Funding for the project comes from the City's Community Development Block Grant (CDBG) and the Local Transportation Fund (LTF). The total amount of the Agreement is \$31,075 including Extra Services up to \$3,000, for the design, preparation of construction drawings, and construction support.

BACKGROUND:

Stadium Road currently consists of two lane roadway but is ultimately planned as a four lane roadway. The road currently consists of two lanes southbound south of Gary Lane, whereas it provides a single lane for northbound traffic.

At crosswalks, four lane roadways are inherently less safe in comparison to two lane roadways. Currently, the crosswalk at Stadium Road and Gary Lane experiences heavy traffic volumes from multiple schools with similar schedules located between Pecan Avenue and Olive Avenue. It is estimated the number of pedestrians using this location exceeds 200 in the morning and afternoon. As a result, the crosswalk is an excellent candidate for enhanced features, such as Pedestrian Hybrid Beacon also known as High Intensity Activated Crosswalk

(HAWK) Signal. The proposed HAWK Signal represents the next level of pedestrian control and is believed to be the most appropriate measure for pedestrian safety at this location. The HAWK Signal notify drivers of pedestrians, thereby creating a safer pedestrian environment.

Staff distributed a Request for Proposal (RFP) on June 12, 2020 through the Builders Exchanges in Fresno, Modesto, and Visalia. The RFP documents were also made available on EBidBoard.com, a projects online listing service for consultants/contractors accessible from the City’s website as well as to other consultants/contractors that regularly access EBidBoard’s website directly. Two proposals were received from interested firms and reviewed by a 3-member selection committee from the Engineering Department. The proposals were reviewed based on qualification, experience, organization, approach, manpower, fee proposal, proposed schedule of work, and completeness of the response to the RFP. The ranking is as shown on Table 1 below.

Table 1: Proposals Ranking	
<i>Ranking</i>	<i>Firm</i>
1	Peters Engineering Group
2	TJKM

The general scope of work for the project consists of the design and preparation of construction drawings, and construction support. A location map of said proposed improvements is provided in attachment 2. The work will begin immediately upon approval of this agreement.

FINANCIAL IMPACT:

There is no fiscal impact to the City’s General Fund.

Funding for the project is in the CDBG Project No. B18MC060053 and LTF programmed in CIP Budget FY 2020/21.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

Re-advertise the request for proposals, such action will represent a delay of approximately 2-3 months due to the advertisement period, review new proposals, and selecting a consultant.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A – Agreement
 - b. Exhibit A – Scope of Services
 - c. Exhibit B – Cost Proposal
 - d. Exhibit 10-01 – Consultant Proposal DBE Commitment
2. Location Map

ATTACHMENT 1

Council Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AN AGREEMENT WITH PETERS ENGINEERING GROUP IN THE
AMOUNT OF \$31,075 FOR PROFESSIONAL ENGINEERING SERVICES AND
AUTHORIZING OPTIONAL SERVICES UP TO \$3,000 FOR A PEDESTRIAN HYBRID
BEACON AT THE INTERSECTION OF STADIUM ROAD AND GARY LANE, CITY
PROJECT NO. TS-29, CDBG NO. B18MC060053**

WHEREAS, the intersection of Stadium Road and Gary Lane experiences a high volume of pedestrian activity given nearby schools; and

WHEREAS, staff identified a need to improve pedestrian facilities; and

WHEREAS, funding for design engineering of the Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 ("Project") has been included in the proposed 2020/21 Budget and 2020/21 Capital Improvement Program; and

WHEREAS, engineering services by a professional firm is required for the design engineering of the Project; and

WHEREAS, the City published a Request for Proposal on Builders Exchanges in Fresno, Modesto, Visalia, and made available on EBidBoard.com soliciting firms to provide proposal for the Project; and

WHEREAS, Peters Engineering Group (PEG) was selected based on their experience and knowledge of the proposed Project; and

WHEREAS, PEG has the professional skills to perform the necessary services.

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

1. The above recitals are true and correct.
2. The Agreement with Peters Engineering Group for Professional Engineering Services in an amount not to exceed \$31,075, plus \$3,000 for Extra Services as approved by the City Engineer for the Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053, a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved..
3. This resolution is effective immediately.

* * * * *

EXHIBIT A

Agreement

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

PETERS ENGINEERING GROUP

This Agreement for Consultant Services (“Agreement”) is made and entered into this _____ day of September, 2020 between the City of Madera, a municipal corporation of the State of California, ("CITY"), and Peters Engineering Group ("CONSULTANT").

RECITALS

WHEREAS, CITY plans for the Installation of a Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 (“Project”); and

WHEREAS, CITY needs professional engineering services for the Project; and

WHEREAS, CITY engaged in a competitive Request for Proposals process for the desired work; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional services and is knowledgeable of Federal, State and City standard policies and regulatory requirements; and

WHEREAS, CITY desires to hire CONSULTANT for to provide professional services for the Project.

AGREEMENT

NOW THEREFORE, the Parties incorporate the foregoing recitals and agree as follows:

ARTICLE I. STATEMENT OF WORK

A. Scope of Services

CONSULTANT shall provide the professional services as set forth in Exhibit 'A', Scope of Services, attached hereto and incorporated herein by reference as if fully set forth. CONSULTANT’s Project Manager shall meet with CITY’s Project Manager, as needed, to discuss progress on the project(s)..

E. CITY Obligations

The CITY shall provide CONSULTANT with the following:

- a. Project Manager to work and coordinate with CONSULTANT.
- b. Timely review of all submittals.
- c. Payment of fees for permits.
- d. The data in its possession that is required for CONSULTANT’S performance.

ARTICLE II. COST PROPOSAL.

The work to be performed under this AGREEMENT is described in Article I Statement of Work and the approved CONSULTANT’s Cost Proposal dated (7/10/2020). The approved CONSULTANT’s Cost Proposal is attached hereto as Exhibit B and incorporated by reference as if fully set forth. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE III. CONSULTANT’S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY’s Project Manager to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT’s Project Manager shall meet with CITY’s Project Manager, as needed, to discuss progress on the AGREEMENT.

ARTICLE IV. PERFORMANCE PERIOD

- A. The parties shall agree on a Notice to Proceed date. The time for performance of this Agreement shall commence on the Notice to Proceed date and shall end on December 31, 2020, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.
- 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 the CITY.

ARTICLE V. INDEPENDENT CONTRACTOR

- A. For the purposes of this Agreement, “CONSULTANT” shall be deemed to include not only CONSULTANT, but also any agent, employee, subcontractor or subconsultant of CONSULTANT. CONSULTANT acknowledges and agrees that at all times, CONSULTANT or any agent or employee of CONSULTANT shall be deemed at all times to be an independent CONSULTANT and is wholly responsible for the manner in which it performs the services and work requested by CITY under this Agreement.
- B. CONSULTANT, its agents, and employees will not represent or hold themselves out to be employees of the CITY at any time. CONSULTANT or any agent or employee of CONSULTANT shall not have employee status with CITY, not be entitled to participate in any plans, arrangements, or

distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees.

- C. CONSULTANT or any agent or employee of CONSULTANT is liable for the acts and omissions of itself, its employees, and its agents. CONSULTANT shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performing services and work, or any agent or employee of CONSULTANT providing same.
- D. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's work only, and not as to the means by which such a result is obtained. CITY does not retain the right to control the means or the method by which CONSULTANT performs work under this Agreement.

ARTICLE VI. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article I Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Project Manager of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the CITY. Invoices shall be mailed to CITY's Project Manager at the address in Article XXXIV, Notification.
- E. The total amount payable by CITY shall not exceed \$31,075.00.

ARTICLE VII EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of \$3,000.00 dollars (\$X,XXX).

ARTICLE VIII. TERMINATION

- A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date.
- B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date.

ARTICLE IX. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE X. RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE XI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S City Manager or designee.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S City Manager or designee of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Project Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations

included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE XII. SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any subconsultants, and no subcontract shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants/subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants/subcontractors is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Project Manager, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subcontract entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- E. Any substitution of Subconsultants must be approved in writing by the CITY Project Manager in advance of assigning work to a substitute Subconsultant.

ARTICLE XIII. ASSIGNMENT

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligations under this Agreement except with the prior written consent of the other party.

ARTICLE XIV. STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region Map Construction 7-8-15.pdf>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Project Manager by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Project Manager.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to

apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XV. CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XVI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XVII. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and

veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVIII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XIX, DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O1: Consultant Proposal DBE Commitment](#), or in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTS financed in whole or in part with federal funds. The CITY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

- E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the CITY's Project Manager.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%)

of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Project Manager.

- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Project Manager within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XX. 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, 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.

ARTICLE XXI. INDEMNIFICATION

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.

ARTICLE XXII. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXIII. CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Project Manager.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Project Manager.

ARTICLE XXIV. CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXV. DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Project Manager and City Engineer, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXVI. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXVII. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXVIII. OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable

right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXIX. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXX. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXXI. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXII. EVALUATION OF CONSULTANT

CONSULTANT’s performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXIII. RETENTION OF FUNDS

No retainage will be withheld by CITY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXIV. NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CITY OF MADERA

Victor Aldama, Project Manager
Engineering Department
428 E. Yosemite Avenue
Madera, CA 93638

CONSULTANT

John Rowland, Project Manager
Peters Engineering Group
862 Pollasky Avenue
Clovis, CA 93612

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named CITY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently

perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

PETERS ENGINEERING GROUP

By: _____
Andrew J. Medellin, Mayor

By: _____
David Peters

Title: _____

By: _____
(Name of Signer)

Title: _____

86-1065316
Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

EXHIBIT A

Scope of Services

Exhibit A

SCOPE OF SERVICES

Consultant Service Agreement between City of Madera (“CITY”)
and Peters Engineering Group (“CONSULTANT”)

TS-29 PEDESTRIAN HYBRID BEACON AT THE INTERSECTION OF STADIUM ROAD AND GARY
LANE, CITY PROJECT NO. TS-29, CDBG NO. B18MC060053

PROJECT DESCRIPTION

The project in general consists of the installation of Pedestrian Hybrid Beacon and striping improvements at the intersection of Stadium Road and Gary Lane.

Services by CONSULTANT will include the required professional services for the design of the proposed improvements, preparation of the construction documents, and bidding and construction support. CONSULTANT will also identify all right of way needs, including additional land requirements and affected existing improvements and utilities. With the identified right of way needs, the CITY will acquire the necessary right of way.

This project is partially funded by a federal grant and shall comply with all applicable federal requirements. Environmental services to comply with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements will be completed by the CITY.

It is the intent of this Scope of Services to generally describe the extent of the work contemplated. In arriving at the final design, the CONSULTANT may be required to perform work that is not explicitly identified but is necessary for establishing or substantiating the final design. All such work shall be considered incidental to the project and shall be included in the total fee, unless otherwise specified herein.

PART 1: SCHEMATIC DESIGN

This phase will include the design and the preparation of schematic drawings and documents, including cost estimate. This phase is intended to establish the general scope and layout of the project to assure cost effective and practical solutions for the work identified.

Project Management

The CONSULTANT shall be responsible for project management activities throughout the life of the contract. The scope of comprehensive project management includes, but is not limited to,

- Efficiently managing the project schedule;
- Setting up and facilitating client meetings, interagency meetings, field reviews, other project related meetings (CONSULTANT shall prepare meeting agendas, meeting minutes, identify action items and how they are accounted for, and meeting sign in sheets for all meetings);
- Managing the CONSULTANT team involved in the project (“project team”). Managing the project team includes, but is not limited to, preparing contract paperwork, memos, letters and e-mail, making phone calls and maintaining project files;
- On a monthly basis, the CONSULTANT shall provide a brief written summary of work (typically 1 page long) that has been accomplished in the previous month, anticipated work for the next month and key decisions that need to be made to keep the project on schedule. Invoices shall show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to- date for each task.

Survey and Base Map

The CONSULTANT shall be responsible for data collection, mapping necessary for preliminary engineering, design, cost estimates, and right of way impacts.

Utility Coordination

The CONSULTANT shall research and obtain record information from outside agencies and utilities and incorporate that information into the base drawing. CONSULTANT will coordinate with the utility companies to identify any utility conflicts. Existing utilities and their locations will be incorporated into the design drawings. Relocation of identified utility conflicts will be coordinated by CITY.

Utility Coordination

The CONSULTANT shall lead the utility coordination effort. Tasks include, but are not limited to, organizing a list of utility contacts, creating and mailing Utility “A” Letters on CITY letterhead, mapping existing utilities, identifying potential conflicts, designing preliminary utility layouts and identifying possible easements, and preparing high level estimates of relocation costs for the various utility facilities requiring relocation.

Schematic Design Documents

The CONSULTANT shall prepare schematic design documents detailing the scope of work and materials proposed. This may include, but is not limited to:

- A. Geometric layout of the intersection and proposed improvements superimposed on the topography survey file prepared by the CITY and using CITY standard drawing formats.
- B. Proposed Pedestrian Hybrid Beacon location

- C. Identification of potential construction conflicts with existing improvements and utilities, with proposed solutions.
- D. Identification of potential schedule conflicts with proposed solutions.
- E. An estimate of Construction Costs

Deliverables

- 3 copies of Schematic Design Documents
- 3 copies of Technical Reports and Studies
- Copies of all correspondence to Utilities, Agencies and Special Districts, along with their responses

PART 2: DESIGN DEVELOPMENT

Upon approval of the Schematic Design documents and issuance of a written Notice to Proceed, the CONSULTANT shall prepare Design Development Documents of the Project.

Design Development Documents

The CONSULTANT shall prepare design development documents and specifications (approximately at the 60% completion level) detailing the scope of work and materials proposed. This shall include, but is not limited to, proposed pedestrian hybrid beacon configuration, point of service electrical improvements, construction details and technical specifications.

- A. Coordinate with CITY staff, as necessary, for review of the initial submittals.
- B. Meet with CITY staff to review comments and recommendations (if necessary).
- C. Review and revise the 30% design plans to adhere to the CITY's comments and discussions with CITY staff.
- D. Review and revise the 30% preliminary cost estimate to reflect any changes in the design.
- E. Prepare project specifications and special provisions.

Permits

The CONSULTANT shall assist the CITY in obtaining all required permits or approvals from outside utilities or agencies for the planned improvements.

Estimates

CONSULTANT shall develop preliminary construction cost estimates at key milestones. Estimates should be presented on a Caltrans 6-page estimate format or similar and be based on the level of detail appropriate for planning.

Deliverables

- 4 copies of Design Development Documents
- 2 copies of Technical Specifications

- 2 copies of the updated Preliminary Estimate of Construction costs
- Copy of Check set from previous submittal

PART 3: CONSTRUCTION DOCUMENTS

Upon approval of the Design Development documents and issuance of a written Notice to Proceed, the CONSULTANT shall prepare Construction Documents that will include preparing detailed plans, technical specifications and cost estimate.

90% Design Submittal

- Meet with CITY staff, as necessary, for review of the 60% submittal.
- Review and revise the 60% design plans, specifications and cost estimate to incorporate the CITY's comments and discussions with CITY staff.

Deliverables

- 5 copies of 90% Construction Documents
- 5 copies of Technical Specifications
- 2 copies of the updated Preliminary Estimate of Construction costs
- Copy of Check set from previous submittal

100% Design Submittal

- Meet with CITY staff, as necessary, for review of the 90% submittal.
- Review and revise the 90% design plans specifications and cost estimate to incorporate the CITY's comments and discussions with CITY staff.

Deliverables

- 5 copies of 100% Construction Documents
- 5 copies of Technical Specifications
- 2 copies of the updated Preliminary Estimate of Construction costs
- Copy of Check set from previous submittal

Final Construction Documents

- Meet with CITY staff, as necessary, for review of the plans and specifications.
- Prepare final construction drawings, contract specifications, and final construction cost estimate.
- Submit final plans and specifications, and a CD containing the electronic files of the plans and specifications.
- Provide one set of reproducible drawings on mylar and specifications signed and sealed by a licensed civil engineer.

Deliverables

- 1 copy of Construction Drawings
- 1 copy of "camera-ready" Specifications
- 2 copies of the updated Estimate of Construction costs

PART 4: BIDDING SUPPORT

Bidding support services will include assistance during bidding and preparing addenda to the Plans and Specifications.

Assistance with Bidding

The CITY will advertise the project for bidding and distribute the plans to prospective bidders. The CITY will receive any contractor inquiries. The CONSULTANT will assist the CITY as requested during the bidding period. The work may include answering questions, providing consultation and interpretation of the construction documents. Attending pre-bid meeting(s) or bid opening and analysis of bids will also be provided, if requested.

Prepare Addenda

CONSULTANT will assist the CITY as requested in the preparation of addenda to the Plans and Specifications during the bidding period.

PART 5: CONSTRUCTION PHASE AND GENERAL CONSTRUCTION CONTRACT ADMINISTRATION

Construction support services will include administration, attending meetings, reviewing contractor submittals, clarifying the contract documents, preparing change orders, and preparing record drawings. Attending preconstruction meetings will also be provided if requested.

Construction Meetings

The CONSULTANT shall attend construction meetings, including the pre-construction conference, set by the CITY for review of the construction progress and to answer any issues raised during construction.

Construction Observation Services

The CONSULTANT shall perform periodic site visits during construction and report on the progress and quality of the work and compliance with the final plans and specifications.

Shop Drawings

The CONSULTANT shall assist the CITY during construction by reviewing shop drawings and material submittals and recommending acceptance or non-acceptance in accordance with the plans and specifications.

Clarify Construction Documents

The CONSULTANT shall assist the CITY during construction by clarifying and interpreting contract documents to ensure that the project is constructed in accordance with the plans and specifications.

Change Orders

The CONSULTANT shall provide advice and technical support for construction change orders and prepare change order documentation to include, where appropriate, changes in plans and specifications, additional details, an estimate of time, and an estimate of additional cost.

EXHIBIT B

Cost Proposal

**City of Madera, Pedestrian Hybrid Beacon at Intersection of Stadium Road and Gary Lane
Engineering Fee Proposal**

Task	Description	Person-Hours				Other Direct Costs	Total
		Principal Engineer @ \$185 /hr	Senior Civil Engineer @ \$170 /hr	Staff Engineer @ \$120 /hr	Clerical @ \$68 /hr		
1.0	SCHEMATIC DESIGN						
1.1	Initial Project Coordination and Kick-off Meeting	2	4	2	2	\$50	\$1,476
1.2	Field Review		2	4		\$150	\$970
1.3	Utility Data Gathering			4		\$100	\$580
1.4	Mapping		2	10		\$50	\$1,590
1.5	Preliminary Design Drawings (30%)		10	20		\$150	\$4,250
1.6	Application for Electrical Service		2			\$50	\$390
1.7	Project Management and Progress Meetings	1	4			\$100	\$965
	Total Hours	3	24	40	2	Total =	\$10,221
2.0	DESIGN DEVELOPMENT						
2.1	60-percent Design Plans		10	20		\$150	\$4,250
2.2	Project Management and Progress Meetings	1	4			\$100	\$965
	Total Hours	1	14	20	0	Total =	\$5,215
3.0	CONSTRUCTION DOCUMENT						
3.1	90-percent Submittal		6	16		\$100	\$3,040
3.2	100-percent Submittal		4	8		\$100	\$1,740
3.3	Project Management and Progress Meetings	1	4			\$100	\$965
3.4	Final Design Plans and Specifications for Construction		10	6	3	\$100	\$2,724
	Total Hours	1	24	30	3	Total =	\$8,469
	Total Hours (Tasks 1-3)	5	62	90	5	Total =	\$23,905
4.0	BIDDING SUPPORT SERVICES						
4.1	Bidding Support Services		12	4		\$100	\$2,620
	Total Hours (Task 4)	0	12	4	0	Total =	\$2,620
5.0	CONSTRUCTION SUPPORT SERVICES						
5.1	Construction Support Services	2	16	8		\$500	\$4,550
	Total Hours (Task 5)	2	16	8	0	Total =	\$4,550
	Total Hours	7	90	102	5	Total =	\$31,075

Preliminary Construction Cost Estimate: \$250,000



PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

HOURLY RATE SCHEDULE
(Effective 1/1/20 to 12/31/20)

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$185/hr
Senior Civil Engineer	\$170/hr
Civil Engineer	\$145/hr
Land Surveyor	\$135/hr
Staff Engineer	\$120/hr
Draftsperson/Technician/Inspector	\$95/hr
Clerical	\$72/hr
Litigation Support	\$350/hr

REIMBURSABLES SCHEDULE
(Effective 1/1/20 to 12/31/20)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	\$0.64/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.

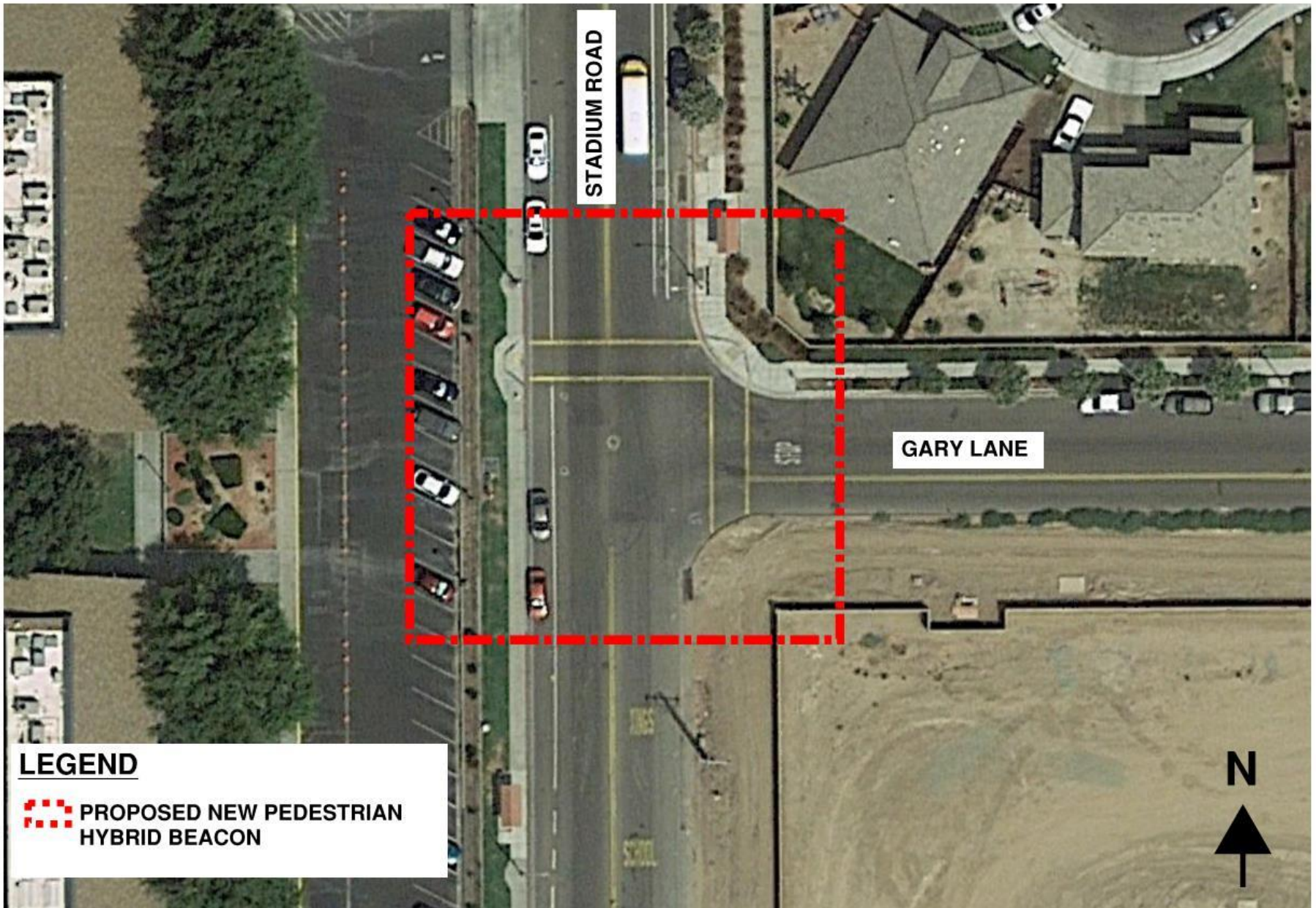
EXHIBIT 10-01

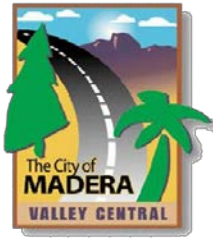
Consultant Proposal DBE Commitment

ATTACHMENT 2

Location Map

LOCATION MAP

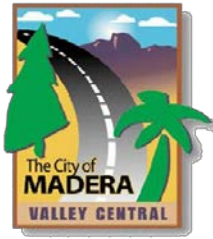




**Madera City Council Agenda 09/16/20
Agenda Item E-1**

Cannabis Tax Measure (Report by Arnolando Rodriguez)

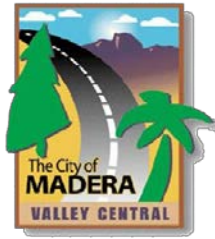
There is no written report for this item.



**Madera City Council Agenda 09/16/20
Agenda Item E-2**

Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)

There is no written report for this item.



**Madera City Council Agenda 09/16/20 Agenda Item
E-3**

Seek Direction Regarding the October 7, 2020 City Council
Regular Meeting (Report by Arnoldo Rodriguez)

There is no written report for this item.