

**REGULAR MEETING
OF THE MADERA CITY COUNCIL**
205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, June 20, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

**ROLL CALL: Mayor Andrew J. Medellin
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6**

INVOCATION: Pastor Randy Brannon, Grace Community Church

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

The first fifteen 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 to identify themselves and state the subject of their comment. 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.

PRESENTATIONS

1. Presentation on Love Madera (Presentation by April Molina)
2. Proclamation Recognizing the 2018 Olympic Day

INTRODUCTIONS There are no introductions.

A. WORKSHOP

A-1 Workshop on Operation Quiet Independence (Presentation by Josiah Arnold)

B. CONSENT CALENDAR

B-1 Minutes – 06/21/17, 6/06/18

B-2 Warrant Disbursement Report 5/30/18 – 6/11/18 (Report by Tim Przybyla)

B-3 Consideration of a Resolution Approving the Award of Contract for Chip Seal Application on Various City Streets, City Project No. R-75 in the Amount of \$396,906.25 to Talley Oil, Inc., Authorizing Construction Contingencies of Up to 8%, Construction Inspections and Construction Management as Approved by the City Engineer and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

B-4 Consideration of a Minute Order Approving a Letter of Support to the Madera County Transportation Commission in Favor of a Grant Application for Funding of the State Route 99 Widening from 4 to 6 Lanes between Avenue 12 and Avenue 17 under the Better Utilizing Investments to Leverage Development (Build) Program (Report by Keith Helmuth)

B-5 Consideration of a Minute Order Rejecting a Claim filed by Paul Huizar (Report by Wendy Silva)

B-6 Consideration of a Minute Order Rejecting a Claim Filed by Adrienne Rice (Report by Wendy Silva)

B-7 Consideration of a Resolution Accepting Grant Awards from the Federal Transportation Administration for City of Madera Transit Divisions' Operating and Capital Assistance, Expansion of Fixed Route Services, and Amending the FY 2017/18 Budget (Report by Ivette Iraheta)

B-8 Consideration of a Resolution Approving an Agreement for Purchase and Sale of Real Property with the Property Owner and Acceptance of the Grant Deed for the Police Department Project at 320 South C Street (Report by Keith Helmuth)

B-9 Consideration of a Resolution Approving Two Agreements for Purchase and Sale of Real Property with the Property Owners and Acceptance of the Easement Deeds for the Howard Road/Westberry Boulevard Traffic Signal Project (Report by Keith Helmuth)

B-10 Consideration of a Resolution Approving a Letter Agreement with the Union Pacific Railroad Company for the Purchase of Real Property for the Olive Avenue, between Gateway Drive and Knox Street, Widening and Reconstruction Project (Report by Keith Helmuth)

B-11 Consideration of a Resolution Authorizing the City to Submit an Application to the California Energy Commission Energy Partnership Program (Report by Ivette Iraheta)

B-12 Consideration of a Resolution Approving an Agreement for Purchase and Sale of Real Property with the Property Owner and Acceptance of the Grant Deed for the Police Department Property Acquisition at 325 South D Street (Report by Keith Helmuth)

B-13 Consideration of a Minute Oder Approving and Accepting the City of Madera Investment Report for the Quarter Ending March 31, 2018 (Report by Tim Przybyla)

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

- C-1 Public Hearing and Consideration of a Resolution Adopting the Community Development Block Grant 2018/2019 Action Plan, Approving Allocations and Authorizing the City Administrator to Sign the Certifications (Report by Ivette Iraheta)

- C-2 Consideration of Resolutions Adopting 2018/2019 Community Development Block Grant Agreements for Services as Follows: (Report by Ivette Iraheta)
 - A. The Madera Rescue Mission to Provide Administrative Homeless Program Services
 - B. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care
 - C. The Youth Leadership Institute to Engage Youth in After School Programs
 - D. The Madera Rescue Mission to Provide Services to Homeless Persons
 - E. The Madera Coalition for Community Justice to Provide Youth Leadership
 - F. Doors of Hope to Provide Services for Pregnancy Care Center to Provide Counseling and Parent Education
 - G. Pequeños Empresarios to Provide Early Childhood Mentoring in Work/Life/Nutrition and Finance
 - H. The City of Madera Parks and Community Services Department to Provide Seniors with Programming Associated with Parks' Suite of Senior Activities
 - I. The City of Madera Parks and Community Services Department for Americans with Disabilities Act Improvements at Various City-Owned Facilities
 - J. The City of Madera Engineering Department for Rectangular Rapid Flash Beacon System at the Intersection of Sunrise Avenue and Lily Street
 - K. The City of Madera Engineering Department to Install a Pedestrian Signal at the Intersection of Stadium Road and Gary Street
 - L. The Housing Authority of the City of Madera to Upgrade the Pomona Ranch Housing Center to Provide Temporary Housing for Homeless Families
 - M. The City of Madera Public Works Department to Replace the Millview Community Center's Roof

- C-3 Consideration of a Resolution Approving a Side Letter Agreement Between the City of Madera and the Madera Police Officers' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

- C-4 Consideration of a Resolution Approving a Side Letter Agreement Between the City of Madera and the Law Enforcement Mid-Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

- C-5 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

- C-6 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Affiliated City Employees' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

- C-7 Consideration of a Resolution Approving Amendments to Employment Agreements with the Planning Manager, Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources (Report by Wendy Silva)

- C-8 Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk and City Attorney (Report by Wendy Silva)
- C-9 Consideration of a Resolution Approving the City of Madera Expanded Public Safety Funding Policy (Report by Tim Przybyla)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

- E-1 Review and Direction Regarding Benefits Provided to City Council Members (Report by Wendy Silva)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case
- G-3 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier & Wendy Silva

Employee Organizations:

- General Bargaining Unit
- Madera Police Officers' Association
- Mid-Management Employee Group
- Law Enforcement Mid-Management Group
- Management Employees

Unrepresented Direct Reports:

City Clerk, City Administrator, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency

- G-4 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8

Property:	Parcel #1
905 S. Gateway Drive	APN: 011-182-002
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Stephen J. Allen
Under Negotiation:	Price and Terms

[Item G-4 continued on next page]

Property:	Parcel #2
Vacant Lot	APN: 011-203-005
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Francisco Nunez and Martha Leon Caro
Under Negotiation:	Price and Terms
Property:	Parcel #3
546 E. Olive Avenue	APN: 011-300-001
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	J. W. Myers, Inc. a California Corporation
Under Negotiation:	Price and Terms
Property:	Parcel #4
644 E. Olive Avenue	APN: 011-300-010
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	SJR LLC, a California Limited Liability Company
Under Negotiation:	Price and Terms
Property:	Parcel #5
Vacant Lot	APN: 011-300-011
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	John Gonzalez and Beatrice Gonzalez
Under Negotiation:	Price and Terms
Property:	Parcel #6
1280 E. Olive Avenue	APN: 011-330-002
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Bernabe Castillo and Guillermina Ramirez
Under Negotiation:	Price and Terms
Property:	Parcel #7
62 S. Knox Street	APN: 011-330-003
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Bernabe Castillo, Guillermina Ramirez and Asuncion Ramirez
Under Negotiation:	Price and Terms

G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting Thursday, July 5, 2018

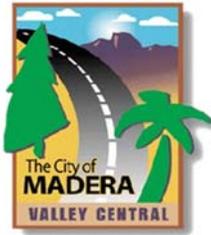
[continued on next page]

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

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for June 20, 2018, near the front entrances of City Hall at 4:30 p.m. on June 14, 2018.



Sonia Alvarez, City Clerk



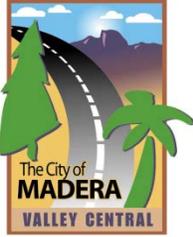
Madera City Council Agenda 6/20/18

Agenda Item A-1

Workshop on Operation Quiet Independence

Presentation only.

There is no written report for this item.



**MINUTES OF A REGULAR MEETING
OF THE MADERA CITY COUNCIL
CITY OF MADERA, CALIFORNIA**

**June 21, 2017
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting of the Madera City Council for 06/21/17 was called to order by Mayor Medellin at 6:00 p.m.

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Donald E. Holley, District 6
Council Member Derek O. Robinson Sr., District 4
Council Member William Oliver, District 3
Council Member Charles F. Rigby, District 5

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Engineer Keith Helmuth, Director of Human Resources Wendy Silva, Planning Manager Chris Boyle, Director of Financial Services Tim Przybyla, Battalion Chief Jim Forga, Police Chief Steve Frazier, Parks and Community Services Director Mary Anne Seay, Public Works Operations Director David Randall, Community Development Director David Merchen, Grants Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist I Steve Montes.

INVOCATION: Pastor Joyce Lane, Glory of Zion Ministries

PLEDGE OF ALLEGIANCE: Mayor Medellin led in the Pledge of Allegiance.

PUBLIC COMMENT

The first fifteen 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 to identify themselves and state the subject of their comment. 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.

Gary Svanda of Madera, California stated he was not there as the Madera County Assessor. He was there as a member of a group called the Intergovernmental Relations Committee that was formed by his board and the management of the County at their annual planning event.

Mr. Svanda stated that Madera County Supervisor Robert Poythress from District 3 was with him and they were there to personally invite the Council and any staff members they deemed necessary to attend a

workshop which would include the City of Chowchilla, the City of Madera and representatives from the County of Madera in an exercise to identify areas where they can speak with a united voice to Sacramento, to Washington, DC and to the shared constituents that they all serve.

Mr. Svanda stated the proposed date for the workshop is Saturday, September 30th at the Madera Municipal Golf Course. It would include breakfast, lunch and for those wishing to participate, a possible nine-hole golf outing where they could potentially mix and match the representatives from all three jurisdictions. The workshop will be headed by a gentleman named Bill Khayat who is a formal facilitator from CSAC.

Mr. Svanda stated the cost for the meals and the facilitator will be covered by donations and not taxpayer dollars or their credit cards. The County of Madera will take care of securing those funds and individuals who wish to play golf will pay their own \$20.00 which will cover the cost of nine holes of golf and cart rental.

Mr. Svanda stated that is two meals, some friendly competition and a chance to find areas of agreement rather than disagreement. He hopes they accept the invitation.

Mr. Svanda introduced the Honorable Robert Poythress, former City of Madera Mayor and Councilman, and currently Madera County Supervisor, District 3.

Supervisor Poythress thanked the Council for allowing them to exceed the three minutes in Public Comment. He stated it is a pleasure being there. He loves being there with them. It feels like family. He thanked them for the warm welcome.

Supervisor Poythress stated they are looking forward to this event on September 30th. He thinks it is going to work out well.

Supervisor Poythress stated he thinks they have a new day in the County organization. There are two members of the Board of Supervisors that are former City Council Members and they have the Assessor who is a former Mayor and former Council Member. He stated he thinks it's allowing them to have an opportunity to break down barriers. He thinks what it comes to is the will and desire to do that and he knows it can be accomplished. He knows this organization well and it's a class organization and he knows the City is going to be stepping up and they are going to be doing their best in regards to the County.

Supervisor Poythress stated that Chowchilla was invited and he believes they've accepted the invitation. He's given invitations to David Tooley, City Administrator, Mayor Medellin and Sonia Alvarez, City Clerk.

Supervisor Poythress stated he's looking forward to it. He thanked the Council.

Mayor Medellin thanked them both. He stated he appreciated them being there both as former Mayors and understanding the value of working together. He stated that remembering both of their campaigns, they both had said "through cooperation and collaboration" and this is doing just that. Mayor Medellin stated that what they can do as a community and as a whole can really move that needle so he really appreciates them being there.

Mayor Medellin stated the invitation they extended would be a wonderful day. He stated he does not want to speak on behalf of his colleagues but they would love to accept their invitation to work together with the two cities and the County of Madera to be that one solid voice and put Madera on the map.

Mayor Medellin asked if there was anyone else who wanted to speak under Public Comment. No comments were made. Mayor Medellin closed Public Comment.

PRESENTATIONS Mid Valley Disposal 4th of July Event Donation

Annette Kwock, [Recycling Coordinator] of Mid Valley Disposal and introduced herself and her boss Joseph Kalpakoff.

Mr. Kalpakoff stated he is the President of Mid Valley Disposal. They are their franchise solid waste recycling provider. He stated they have an open house this Friday to unveil their new processing line in Fresno.

Mr. Kalpakoff stated that he and his staff Ivette [Rodriguez, Recycling Director], Kacey [Auston, Government Relations Consultant] and Ms. Kwock have worked with Mary Anne [Seay, Parks & Community Services Director] and her department and they do a fantastic job each year putting on the 4th of July Golf Tournament and the fireworks show. As a family company they know what community means and what it means to a City to bring their family out to a great event like that to celebrate independence and their freedom. That is something that rings true with their family.

Mr. Kalpakoff presented the City with a donation of \$10,000 for their fireworks show this year and stated that hopefully it gets bigger, longer and higher for the residents of the City.

Mayor Medellin stated it was wonderful and thanked them.

Ms. Kwock stated that the only suggestion she had for Ms. Seay regarding the golf tournament was a nice prize for last place. She stated her team would appreciate that.

Mayor Medellin thanked them and stated they really appreciate their support.

Mayor Medellin stated that Item D-1 is a presentation by the Madera Coalition for Community Justice and they've requested that they be moved up in the agenda due to an illness. Mayor Medellin stated that if his colleagues didn't mind he would like to call them up now so they can do that presentation and let them be on their way. No comments were made by the Council Members.

D. WRITTEN COMMUNICATIONS

D-1 Presentation by the Madera Coalition for Community Justice on Resilient Madera II Grant (Mark Colley)

Mayor Medellin stated it was his understanding that Mark Colley [Community Outreach Coordinator] was not going to be there and asked if Lourdes [Herrera] or Mr. [Rafael] Nuñez were going to be doing the presentation and asked that they come up to the podium.

Lourdes Herrera, Director of the Madera Coalition for Community Justice and Rafael Nuñez, Youth Coordinator for [Madera] Coalition [for Community Justice] Youth Leader Program introduced themselves.

Ms. Herrera stated they were there to make a few presentations for the program they made this last fiscal year.

Mr. Nuñez stated that their program consists of 35 individuals. Twenty-two are consistent active members that are involved in all their programs.

Mr. Nuñez stated that initially at the start of a program they start covering bases such as A-G requirements with their students. They make individual empowerment plans by sitting down with each of them and plan out their goals for the future. They work with youth ages 13 to 19 for the most part.

Mr. Nuñez stated a lot of them are in high school already so they are working on meeting the requirements for attending a university. They target a variety of kids that work on different programs but they want them to spark the interest and to pursue higher education. They cover a majority of the A-G requirements.

Mr. Nuñez stated they had the opportunity to visit Stanford University to give the kids the opportunity to see the prestigious schools and not just watch them through movies and TV. They get to be there physically, see the culture and see what it is all about.

Mr. Nuñez stated that when they went out there Dr. Silva [no first name given] from the University of Stanford and David [no last name given] from Madera Unified [School District] expressed the importance of education to both youth and parents. Dr. Silva explained to the youth that just because their parents do not have the financial stance to cover them to go to these schools it doesn't mean they don't have the opportunity to work hard and get scholarships to attend these schools. It is still possible for them.

Mr. Nuñez stated they had an opportunity to have one of the current Stanford University students give advice to the youth that went out there. The Stanford University student shared his experience; what he would have changed and what he would advise them to do. The youth took it to heart and enjoyed the conversation.

Mr. Nuñez stated they have also visited Fresno State [California State University, Fresno]. They were able to participate in the Chicano Youth Conference where a certain population was targeted. They want to encourage that. It isn't just certain races that get to go to college. They want to expand it so they know that the opportunity is open to everyone.

Mr. Nuñez stated they took some of the parents and youth to Fresno State on a campus tour. They enjoyed walking around like students. Most parents were interested and most of their kids will be attending that school in the fall.

Evelyn [no last name given], Youth Coordinator for the Madera Coalition [for Community Justice] stated she does the training for the Cara y Corazon program. This program involves the parents and youth together to know their roots, backgrounds, generations, not lose their traditions, and to keep the connection going so they can pass it down through generations in their families and their futures.

Evelyn showed pictures of some of the training classes that they had taken. She stated she gives them the perspective of the youth so they don't only see the parental side of it.

Evelyn stated they attended the 1st Annual Youth Conference that was held at [Jack G.] Desmond [Middle School]. The youth that she and Mr. Nuñez work with recruited other youth so those are the ones they are going to be working with this coming semester.

Mr. Nuñez stated that during their weekly meetings they have ice breakers for the youth to get them involved with one another and to break down the barrier they have. They all understand that youth nowadays are stuck on their phones. Person to person communication is dying down so what they are trying to do is get them to talk to one another face to face. These ice breakers basically build communication, leadership, and teamwork as well as other aspects.

Mr. Nuñez stated they had the opportunity to take them on the Color Me Rad Run in April. They got to experience what it was to be part of something bigger other than exercise. They made it fun. Kids have the opportunity to do similar activities but with the way things are right now kids tend to not want to do it but this was more of an incentive to go out there and it was for a purpose. It was a fundraiser for the Ronald McDonald House and kids got to understand that what they were doing was making a difference in people's lives.

Evelyn stated they did the OAC training with another organization. They brought a lot of youth from the Central Valley together out at the San Luis Reservoir. They worked on teambuilding skills, leadership, and they got to see what other youths are doing in their own communities. They got to see a lot of different point of views and a lot of different backgrounds. They brought them all together for a three day weekend. They put them in teams with different people so they'd learn to work with others and not just within themselves in their own community.

Mr. Nuñez stated he is sure they've seen the mural piece that finally went up. The piece was put up by the artist as well as with help from most of their youth. He stated that every individual in the picture, and there were more that went to help, were able to understand the purpose behind the painting. It wasn't just an arts and crafts moment. It was learning history and modernizing it using the Justice League that exists in comic books and relating to more individuals that made a purpose in the world. He stated the second slide is just implying justice and a good artist named Eric [no last name given] who was giving lessons on urban art.

Evelyn stated that other projects they've been involved in include the Kern Farm which is a local organic farm that's out in Kern County. They got foster youth and high school youth working together to harvest potatoes and onions. She stated they went on different dates because there were a lot of them and just few of them. They did enjoy picking them. They didn't see the whole process of planting, etc. but they did enjoy helping them. What is usually a whole day process was done in four hours with all of them working together as a group.

Evelyn stated they got to meet some farms. They killed a rattlesnake because it was out in the chicken place thing.

Evelyn stated she has been involved with them for a pretty long time now. She was a youth and now she is staff. Evelyn stated she got a hold of Doug [no last name given] for the first time.

Evelyn stated some kids didn't even know what holding a chicken was so they brought them to that farm. There were more exotic animals but those were the ones that they could hold.

Evelyn stated that for Breaking the Ice they went out to Visalia to a Food Justice Conference. This was meeting youth from the Central Valley. They brought them from different diversities and they were all sharing stories about how difficult it is to reach organic foods. They cooked together to see how easy it is to grab anything and just cook it. She stated that was basically what the training was about. They took them out and they did enjoy this trip also.

Evelyn stated the Education Session was just showing their experience on how poor they were to get food, how expensive organic food is, and how they don't have access to stores. They have more access to liquor stores than they do to food markets.

Evelyn referred to a group picture and stated they were trained by a food bank out of Visalia. She stated they became close. They haven't had any contact with them again because of time and staffing but they do want to continue this, to take them out to meet more people, to know that there are more problems out there rather than their own.

Mr. Nuñez thanked Council for their funding because due to the funding they were able to enrich their youths' lives and empower them to be great leaders within their community. He referenced some pictures and stated they got to experience.... The kids are enjoying these and they are becoming role models themselves and that's what they want their youth to continue to keep doing.

Council Member Holley stated they made a statement that they are reaching out to all nationalities and asked what they are doing to get other nationalities involved.

Mr. Nuñez stated that at the moment they are reaching out to Jr. Highs and high schools. They are trying to get more and as they are expanding their programs. They are trying to target other populations and other ethnicities.

Council Member Holley asked what they are doing to involve other nationalities like African Americans, Caucasians and Japanese.

Ms. Herrera stated everybody is welcome to come in. They have a brochure and they give them out during the outreach they are doing in schools and events. She stated everyone is welcome to this group. She stated they get teenagers that do not have a good GPA. They try to get more youth. Some have problems or have a 1.7 GPA. They try to talk to the parents to motivate them to continue their education. Ms. Herrera stated they see results. They went to Stanford [University] and now they have a dream that maybe they can go to that school.

Evelyn stated she meets the parents, talks to the youth, does one-on-one contact with them and then she engages them to come. She stated there is a little hook to get them to come in so that's what she does. She goes in one-on-one, introduces herself, gives them her number, gives them her card and asks them to contact her. Evelyn stated she tells them she's not there to force them to be there because some of them don't even want to show up because their friends don't go. She tells them to bring their friends because they are more than welcome and that's what she does during their outreach events.

Council Member Holley stated that still didn't answer his question. He stated his question was, what do they do to reach other nationalities? He asked if they personally go to the schools, see them and give them fliers and tell them they are all welcome.

Ms. Herrera stated that as Mr. Nuñez mentioned, they are going to middle schools and high schools. They are open to serve everybody. They approach maybe the Indian, African American Clubs and other groups and they have meetings at the different high schools. They meet with different ethnics, cultures and races.

Council Member Oliver thanked them for returning to City Hall and providing the update. He stated it means a great deal. He thanked them for their continued good work. He stated that obviously they are all aware of the Coalition for Community Justice as well as Madera Youth Leaders and proud of their on-going efforts and it helps him and makes him proud to see through the images and the report they provided tonight all the good work they are doing. Council Member Oliver stated Mr. Nuñez did a really good job for this being his first time.

Council Member Oliver stated that Evelyn mentioned that she was a previous Youth Leader and now she pivoted into the role as a staff member and asked her to share a little bit on how this group shaped her experience as a youth and how that's guided her through her career and professional development.

Evelyn stated she would be brief as it was a long story. She stated she started when she was 12. She started at the Food Share. She started going and she would tell her mom she didn't want to be there and her mom involved her in the Youth Group. She drifted off. High school came. She started doing her own thing and then realized she wasn't graduating high school and asked herself what she was going to do. She graduated late from high school. She asked herself what she was going to do with her life. She wasn't going to go to college and she wasn't doing anything.

Evelyn stated her mom started working with the [Madera] Coalition [for Community Justice] and told her there was a job opportunity and that maybe she could go in. She told her mom that she didn't have the experience. She didn't have anything. Her mom told her she could use the [Madera] Coalition [for Community Justice] when she started doing the Food Share. Evelyn stated she was forced to go to the Youth Group again and they had another coordinator. It wasn't for her so she left again. She didn't go back.

Evelyn decided to finish school and get financial aid. She started asking for help from the other staff members. Thanks to that staff member, she stayed and she got an opportunity to volunteer in the office. When she started volunteering in the office, she got the opportunity to apply for AmeriCorps. She worked off site so she was at First 5 and the [Madera] Coalition [for Community Justice] and after that they just saw potential in her to not give up and she's still finishing college.

Council Member Oliver thanked her for sharing her story. He thanked them all for being there that evening. He stated he would love to see a presentation in the future from some of the other Youth Leaders and it

would be a great opportunity to meet them. They appreciate their service and their passion for the community. He asked that they please share that.

Ms. Herrera stated that one of their ideas is to recruit the youth from 2001 and maybe they can get pictures on where they are because they have a big list from 2001 to now.

Ms. Herrera stated that maybe for the next presentation, they can bring Elsa. He was working for the Madera Tribune. There are many students. She stated that maybe for the next one they can start to contact them and bring them to the City Council to see what they are doing now.

Mayor Medellin stated they would love to have them there. It would be great.

Council Member Rodriguez stated she'd said she had 35 students on this program now.

Ms. Herrera responded no.

Council Member Rodriguez stated that monitoring these students especially if they go through the program... He asked how long the course was. He asked if it was a one year type of deal. He asked if this was from when they start up until they graduate and post high school. He stated she brought up a good point to going back to 2001 and maybe sharing some data and possibly keeping some data so that they can see how this program effectively helps these students in reaching their potential just like Evelyn's story, really having a positive outcome. Council Member Rodriguez stated that is something he would be interested in seeing in the future such as how these kids come from there, do they graduate, what their GPA is after they graduate, if they start at a 1.7 are they up to a 3.0, and did they attend Stanford [University]. Council Member Rodriguez stated he would like to see more data if possible in how they monitor these students and how they achieve their goals.

Ms. Herrera stated they are happy to bring to them everything. They have files from 2001 to now and a lot of pictures. She stated that she has been with the [Madera] Coalition [for Community Justice] since 1996. She started as a volunteer. When they started the Youth Group it was amazing to see the change from little kid to young adult. She's seen many parents approach them asking for help with their children. She stated that now they tell them that they finished college and thank them. She stated it's a little bit that they can work with the community.

Council Member Rodriguez asked if they get any assistance from the Madera Unified School [District].

Ms. Herrera stated they work with Madera Unified [School District].

Council Member Rodriguez stated he saw that Mr. Hernandez [no first name given] was also a part of that.

Ms. Herrera stated that was a field trip for parents and the youth and Mr. Hernandez is a friend of Mr. Silva. They asked him if he knew anybody from Stanford [University] and he did. They had the opportunity to travel over there. There were 88 people; parents and students. It's was great opportunity. One of the things that parents asked them was if their kids could go to the school and she responded of course, why not. They stated they didn't have that much money and Mr. Silva asked them if they earned \$130,000. Everybody responded no, maybe \$30,000 and Mr. Silva stated they could send their kids there. The parents get motivated to tell their kids that if they feel they can go over there, they can do everything.

Council Member Rodriguez stated this was a great example of the term, "It takes a village to raise a child" and in their case, he thinks that when they have multiple agencies such as the [Madera] Coalition [for Community Justice], the City of Madera, Madera Unified [School District] and other agencies, that is how much it takes to really try to get a child that's probably underserved or troubled youth to try to make it out. He stated he thinks if they see that and support it then there is more opportunity for these kids to go out and make and do something positive.

Council Member Rodriguez stated he was glad and thanked them for coming out and presenting this to them. He is proud to see that those kids have really sought for something bigger and hopefully they get to continue to see this year after year.

Ms. Herrera stated that they do approach all the races as Mr. Holley asked. She stated they serve all races. Last year they had a Sikh lady who was a volunteer during the summer time. They have Indian people, African American and one Filipino. She thanked the Council.

Council Member Rigby thanked Ms. Herrera for returning to City Hall. He stated this stemmed from the Block Grant application that they submitted. He stated that if this was the type of presentation that they are bringing every year to Block Grant it would be a lot easier for him to make a decision. He stated they have a tendency to pick new projects out of the sky.

Council Member Rigby stated that echoing some of the sentiments of his colleagues, the idea is consistency. He stated they were telling him that from 2001 till now, 16 years of legacy that this Coalition has imparted into young people of their City and they are returning like Evelyn to return the favor and to be an example and license kids to dream even bigger than perhaps they were when they were that age.

Council Member Rigby stated that as he is looking at some of the amazing programs and opportunities they are offering to teenagers in their City, one of the things that he wants to encourage them in is to dream within the City.

Council Member Rigby stated he loves the idea of partnering with the Food Bank, farmers and organic farms. They have an incredible ag[ricultural] community in the City of Madera and he knows several that are involved in that Farm Bureau who would probably chomp at the opportunity to educate and inform young people who are deemed as leaders within their community as well as the Food Bank that would probably do the same. He stated he knows Ryan [no last name given] is very involved in the community. Opportunities that just popped in his head are Junior Fair Board members that he thinks they would excel at. He is thinking of the opportunities that are offered in their own Parks and Recreation Department through community groups.

Council Member Rigby stated he is encouraging them to not only expand into other cultures and other races but expand within their own community. He knows the difficulty in reaching teenagers in this generation. He's been a Youth Pastor for almost 15 years now. He gets it. He knows exactly where they are at. They are in his space. They are in his zone. He would love to sit with them and maybe together they can sort of dream up or just a time of consultation of what it looks like to get kids plugged in because he kind of battles those same things.

Council Member Rigby stated he looks at their number of 22 teenagers and he thinks they have almost 10,000 students between high schools and junior highs. Twenty-two students are a drop in the bucket. They have the tools to do something awesome. He knows it's hard to say but after 15 years, they are just laying down a foundation of what they are going to do. Evelyn is a prime example of "it works". The tortoise wins the race. It is not always the hare.

Council Member Rigby stated he is excited to see where they move in the future. He is excited to hear of the amazing feats that they accomplish here locally. He stated he is all about how they must go out and experience cultures that are outside of Madera but he thinks there is something to be said when a young person can walk by an accomplished feat daily and say they were a part of that. Just like those murals they are looking at right now. They painted that. That is there. They were there. It's not in Visalia. It's not in Palo Alto. It's right there in their home City.

Council Member Rigby encouraged them to do that and he hoped that 2017/2018 would be the year of expansion for them, a year to be bold and to take a risk with their group and with their kids, and to step into something that is seemingly risky but at the same time know it is going to benefit not only the City of Madera but the kids that they are reaching out to. He is a firm believer of where there is no vision, people perish

and they are a prime example of when vision is instilled inside of a young heart, great things can be accomplished.

Council Member Rigby thanked them for returning and giving them an insight on what they do daily.

Ms. Herrera thanked him for his comments. She referred to a picture and stated he asked her the last time why they changed to art if they continue to do education. She stated that as they can see, they are not just doing education they are doing everything. They participate in the Community Garden too. They have many things with the youth.

Ms. Herrera stated that in regards to art, when they started to do this they asked why they didn't have their own space to do this, why couldn't they have more City participation to do these kinds of things and, is the idea coming to apply for the funds. She stated they are going to continue to do art but at the same time they will continue to educate them in several things.

Mayor Medellin stated that times have changed a little bit over the years as to what the kids want to do and she is changing with the times and giving them the opportunity. He stated that Ms. Herrera has done so much for the community of Madera over the last 20 years with Cesar Chavez Day and multiple different events. He stated she has such a great impact in their community and the International Cultural Event that they have that represents many different countries from people right there in Madera. He asked her how many countries those were.

Ms. Herrera stated there are 50 in Madera.

Mayor Medellin stated 50 different countries are represented. People living here in Madera that will represent a different country outside of the United States and that is fantastic and reaching out and crossing those borders was just fantastic. He thanked her for all her efforts that she's done so far and they look forward to continuing that partnership.

Mayor Medellin stated he understood that Mr. Nuñez had a car accident today and probably wants to get off his feet. He stated that his presentation was fantastic and if he and Evelyn are leading the youth today then they are in great hands. Investing in their youth and investing in their future, they can't lose. He thanked him for his efforts.

Mayor Medellin thanked Evelyn for her story and being a product of the [Madera] Coalition [for Community Justice] and what they are doing. It's just a fantastic story of "If I can do it, you can do it too." She is now giving back to the community and showing their youth that there is a way. Maybe a little pressure from mom as she said and sometimes that's what it takes; a little bit of a push.

Mayor Medellin thanked them for being there that evening and giving them that update. They look forward to great things to come from the [Madera] Coalition [for Community Justice].

A. WORKSHOP

A-1 Transit Workshop (Presentation by Ivette Iraheta)

Ivette Iraheta, Grants Administrator stated she is very excited to bring this presentation to them tonight. She thanked them for their interest in Transit. She stated she was going to try to give them a very general overview of City of Madera's Transit operations.

Ms. Iraheta referred to a picture and stated it was of the Intermodal which is on 123 E Street. She stated that is the place from where their operations are executed. This houses their dispatch and pretty much their First Transit operation.

Ms. Iraheta recited their Mission, "The City of Madera Transit Department seeks to provide transit customers in the City's transit service area which public transportation to specified destinations in a professional, courteous and timely manner with equipment that is accessible, affordable and comfortable."

Ms. Iraheta stated it's quite an undertaking and she will explain to them how they go about achieving that. They are in operation 365 days a year. They feel they are accomplishing their mission. Their in-house staff consists of a Grant Administrator which is herself, a Program Manager and a Transit Consultant. It's a very small contract but it's become very valuable in the recent months. They solicit a lot assistance from their Finance staff. They are currently managing 24 open grants. She asked them to imagine the number of financial reports they must produce on a quarterly basis. They solicit help from the Financial Service Manager and an Accountant. They also solicit help from Public Works. They have one Maintenance Worker on a part-time basis that helps them maintain the bus stops. They have 105 bus stops. They have a part-time Custodian position that maintains their Intermodal.

Ms. Iraheta stated they contract with First Transit and the General Manager of First Transit was there tonight in case Council has operating questions for him. He has three dispatchers at the Intermodal and 23 drivers. Her understanding is that all of them are licensed to drive the MAX buses but only 11 can drive the Dial-A-Ride buses. Ms. Iraheta stated their current fleet is comprised of 17 buses. She stated that some of the buses are quite old.

Ms. Iraheta stated they provide two services. One of them is the Dial-A-Ride service. It is basically door-to-door service. Individuals call dispatch and make an appointment a day in advance and based on availability they can schedule a door-to-door ride. They operate Monday through Friday starting very early and ending at 6:30 p.m. They also have Saturday and Sunday service. A lot of cities don't have Dial-A-Ride service on Sundays so they are providing an added service in Madera. Ms. Iraheta stated the general boundaries are in the City but they also extend service to the County. They charge \$1.00 for a ride in the City and \$2.00 for a ride in the County. They also have a discount for students. They are typically college students that go to Madera [Community College] Center.

Ms. Iraheta stated the other service is Madera Area Express which is the MAX service. They have two routes. She referred to a slide and stated that as they can see, they start off at the Walmart Shopping Center. One of them travels west and into town. The other travels east. It is a longer route throughout town. Their cash fare is 75 cents. It's very low in the region and in addition they offer a discount to seniors and disabled passenger during non-peak hours. Children under three years are free and they offer a monthly pass for \$26.00.

Council Member Rigby asked what the cash fare covered. He asked if it was for one ride, one stop or sit in the bus all day long for 75 cents.

Ms. Iraheta stated it was for one ride with a free transfer.

Ms. Iraheta referred to a slide and stated that in regards as to who they are serving, the snapshot was of their riders for a month. She stated that Madera Area Express is mainly serving the general public with a good portion of seniors and disabled passengers. She stated that Dial-A-Ride mainly serves seniors, disabled and students. She stated the number they used is very low and they might have used data from a month in which school wasn't in session. It is not very representative of the number of college students that utilize the service.

Council Member Rigby asked what a better number was.

Ms. Iraheta stated that in May they had over 700.

Council Member Rigby asked that she help him understand. He stated they have Child separate and asked if that was because it is separate price point.

Ms. Iraheta responded that was correct.

Council Member Rigby stated that rather than throw them in with General they indicate the price point even though they are free.

Ms. Iraheta stated that on Dial-A-Ride children one year and under are free and on MAX three years and under are free. She stated they have many different fares. They are hoping to consolidate some of them in the future because it gets confusing.

Council Member Rigby agreed.

Council Member Rodriguez asked if they have a shuttle bus that goes back and forth for students or if it was based on Dial-A-Ride.

Ms. Iraheta responded it was the Dial-A-Ride.

Council Member Rodriguez asked that based on those numbers did she think it might be convenient to have something like that that goes at certain hours.

Ms. Iraheta responded absolutely. She stated there is a great demand for a fixed route for the college and that is something that she is going to talk about in a little bit but there is a demand for a fixed route that goes directly to the college. She stated that something that happens when school is in session is that the morning hours from 7 a.m. to 8 a.m. the students saturate Dial-A-Ride service so it doesn't leave much availability for the general public in town.

Council Member Rodriguez stated they can always have a fixed fare for the students as well or they might have something monthly and that way they have a shuttle more directly from and to school.

Ms. Iraheta referred to a slide and stated it was a glimpse of their 2014/2015 transit operation expenses. She stated that they are at about \$1.8 million. They didn't see a significant increase between 2015/2016 to this fiscal year because they weren't fully staffed during 2015/2016. She stated that typically they increase their expenditures by about 10% so this will continue to increase approximately by 10% in the future.

Ms. Iraheta referred to a slide and stated it was the break out of their operation expenses. She stated that their operator, First Transit consumes about 50% of their budget followed by salaries and Interfund expenses and then vehicle maintenance which includes maintaining the Intermodal.

Ms. Iraheta stated that if they relied solely on their fares, they would raise approximately \$116,000 a year which is 6% of their overall budget. Fortunately, they have a lot of grants that help them subsidize this service.

Ms. Iraheta stated that in their books currently they have a little more than \$6 million and they don't use it each year. In addition, this last fiscal year they've been awarded approximately \$1 million. They have applied for some additional smaller grants as well as a larger \$1.7 million FTA grant that they are waiting to be awarded so that will hopefully be an additional \$2 million coming up this year.

Ms. Iraheta stated she would highlight some of the future developments. They are working on the Bus Shelter Phase II project. That's underway and they are expecting to complete construction of 21 new shelters that fall.

Ms. Iraheta stated they are in the design phase of the new Transit facility. She referred them to a slide where they could see what it looks like at 60% of the design. Engineering Department staff works on these projects with Grants Department staff. They compensate the Engineering Department staff for design and engineering work they do to move the projects forward.

Ms. Iraheta stated they have the expansion of the [Madera Community] College [Center] route underway. They've been working with college staff. First Transit has already proposed what a route would look like if they are going to the college. She stated there are a couple of pieces that they still have to check off before they launch that service. This year they will be ordering up to seven new buses. They are working on the first four and if they get through that then they will continue to work on the remaining three for which they already have funding for.

Council Member Rodriguez stated that before she got to that line, he was looking at her grants. He asked if their grants were pretty consistent year after year and were they always looking for new grants. He sees that they have a pretty healthy reserve. He asked if they were consistently looking for different avenues and different grants.

Ms. Iraheta stated that FTA provides an annual apportionment for the City and the more they grow the more they get. It is based on population so that is secured. She stated that other grants do change. It depends on what the State is sending for transit and transportation so some of them expire and new ones come about so they just keep track of what the State and the Feds are doing and ensuring that they apply and follow those cycles.

Council Member Holley asked if they have a new site for the new Transit building. He stated he keeps hearing about but doesn't know if they have a location for it. He asked if they've picked a site or if they are building off the old.

Council Member Rigby stated Freedom Industrial.

Ms. Iraheta stated that they do have a site for the new transit facility.

Council Member Holley asked where it was going to be located.

Ms. Iraheta asked Dave Merchen, Community Development Director if he could help her out with the question.

Mr. Merchen stated that Council Member Rigby noted correctly that it was at the Freedom Industrial Park on the large City owned property which is just west of Madera South [High School].

Ms. Iraheta referenced their challenges. She stated they have to respond to the residents and one of the challenges was responding to the on-going complaints. They started tracking the complaints in 2014/2015 and it seemed there was an increase in complaints last year. She referred to a chart that shows them. They are complaining about customer service for the most part that had to do with dispatch. They feel that they're not answering, are being rude or that they are not offering them the Dial-A-Ride that they need at a certain time. She stated she knows that Dial-A-Ride dispatch receives a large number of phone calls so it's a challenge to improve that customer service.

Ms. Iraheta stated that road hazards are another challenge. She stated they sometimes get phone calls from individuals that are not necessarily in the bus but are witnessing the driving skills of a driver.

Ms. Iraheta stated that on-time service is an on-going challenge.

Ms. Iraheta stated that their technology and dispatch equipment seems to be outdated. They don't have the GPS devices to integrate into their dispatch which would give them estimated arrival times for the buses when they are out on the routes. They are also in need of mobile platforms. There are mobile apps that tell real-time location of buses en route. They don't have that at this moment. They haven't numbered their bus stops so it is quite a challenge to coordinate pick-up when they can't identify the bus stop location. Ms. Iraheta stated they don't have a modern fare collection system. Collecting change on their buses is very challenging.

Council Member Rodriguez stated she brought up an interesting point about the mobile app. He stated she said it's available but obviously they don't have it integrated into their system. He stated that she'd said something about customer service. Nowadays people tend to schedule a pick-up via mobile. He stated he's not trying to utilize Uber but obviously that is more competitive with the fares they're getting and practically giving away but at least this way people can go through their apps and set up a time, a schedule and obviously she's saying that right now they have outdated technology that doesn't support that. He asked if that was right.

Ms. Iraheta stated that some of the new grants are for technology improvements. They are very excited about that.

Ms. Iraheta stated that responding to their unmet transit needs is another challenge. MCTC [Madera County Transportation Commission] recently completed the annual Unmet Transit Needs Assessment. It's an annual process by which stakeholders have an opportunity to express what their unmet transit needs are. A definition of Unmet Transit Needs is, "All essential trips requests by transit-dependent persons for which there is no other convenient means of transportation." She stated they also have to be reasonable to meet, feasible, have community acceptance, serve a significant number of the population, be economical and demonstrate cost effectiveness.

Ms. Iraheta stated that for the City of Madera four items were considered as unmet transit needs. They were increased access to Madera [Community] College [Center], fixed routes going to Fresno, Oakhurst and Coarsegold, Sunday service and longer hours Monday through Friday, and increasing and changing routes for regional travel; for example, from Madera to Chowchilla to Merced, and having additional buses on existing routes.

Ms. Iraheta stated that from the four the only one that was considered reasonable to meet was increasing access to Madera [Community] College [Center] which they are already working on.

Ms. Iraheta stated they are considering some immediate changes. They would like to reconsider what their logo looks like. She showed them what the current logo looked like and stated it was difficult to read. It doesn't stand out. They want to consolidate some of those fares, potentially increase some of those fares and maybe reduce Dial-A-Ride service to the Madera [Community] College [Center] since they are going to be offering that fixed route.

Ms. Iraheta stated she is thinking of working with the Transportation Advisory [Board] Committee, seeing what their recommendations are and then bringing some of those recommendations back to Council for consideration. Ms. Iraheta asked if a Council Member was interested in being a liaison with the TAB Committee to please let her know so that they can work together on addressing some of the ideas for improvement.

Council Member Holley stated she'd mentioned that the bus stops are not numbered in case people needed to know where it was and asked if it was a hard fix to go out and number each location.

Ms. Iraheta stated it doesn't seem to be a hard fix. They just hadn't allocated funding specifically for doing that. She stated they needed to decide if they wanted to post schedules and asked if that's outdated. She questioned if it was relevant to modern day technology. She stated they haven't done that in the past but they want to find something that is going work and be consistent with their plans for technology.

Council Member Holley stated he noticed they were putting in more stops and the more they get it still doesn't tell you where the person can be picked up at. He asked how they would know what bus is going to pick up a certain person. He stated that if he were to call in at a certain stop he wouldn't know where he was at and asked if he would just have to use the street.

Ms. Iraheta stated they would use the street or the address. Ms. Iraheta stated that for the most part people are picked up from their homes, clinic or school but it does get confusing sometimes when they are on the wrong corner. It would be helpful to identify a bus stop and pick up people at specific bus stops.

Council Member Rigby stated she'd said their manager was present.

Ms. Iraheta responded affirmatively and introduced Doug Thompson, First Transit General Manager.

Council Member Rigby asked Mr. Thompson for a little insight on the day to day, his feelings, and his thoughts.

Mr. Thompson asked if that was on transit in general and Council Member Rigby responded sure.

Mr. Thompson stated he would expand a little bit on the question regarding the bus stop locations and numbering them. He stated that in speaking with the public on a regular basis on the telephone a lot of times they'll have difficulty identifying which bus stop they are at like which side of the street they're on at a specific place where they've got bus stops on both sides. He said if they had numbers there they could just ask which number it was so they could quickly identify where they are at and which direction the bus was going to be heading so that they could move them across the street to go in the opposite direction and that sort of thing.

Mr. Thompson stated that as far as the bus system in Madera, they are a small-town bus operation. They don't have a lot of technology and of course there are so many transit agencies that are kind of going nuts with technology anything from wi-fi on the buses to the GPS locating. A lot of that stuff is very good for the people that are adept at that but then there are a lot of people that will still need to give them a call on the phone who say they are at a bus stop and ask when the next bus will come by. He stated they have customers that they tell every day that the bus is going to be there at 3:15 p.m. and they'll call every day to find out what time the bus will be there.

Mr. Thompson stated they have a whole wide range of customers out there. There are lots of family people that is why when they see the passenger counts they see a lot of children. He stated there are a lot of moms and kids running around in town throughout the day taking care of business.

Mr. Thompson stated they are a small-town bus company. Their streets are kind of small where they can't just say they'll buy 40 footers and start driving them through town. That would be a challenge at this point.

Mr. Thompson stated that Route 1 goes through a lot of the neighborhoods to connect everybody getting into town and get where they need to go. Mr. Thompson stated they can see it snakes all through town and a lot of that is on residential streets. He stated that would be another obstacle in having large buses. At this point they have smaller buses. They have three that are 30 footers and the rest of them are 25 footers and they function between being a Dial-A-Ride bus or being a MAX bus depending on where they are needed on a particular day.

Mr. Thompson asked if they had any questions.

Council Member Rigby stated he had a lot.

Council Member Rigby stated that looking at some of the things that were presented to them by Ms. Iraheta, he asked Mr. Thompson what he felt was the number one issue that needs to be dealt with in the public transportation program they offer. He asked what the number one issue was that Mr. Thompson wished they would tackle besides the route to the college.

Mr. Thompson stated the fares need to be broken down so that there are not so many. They are very segmented. They've got a regular Dial-A-Ride fare, senior and disabled Dial-A-Ride fare, a MAX fare, and a senior and disabled MAX fare that is off peak and all day on Saturday.

Mr. Thompson stated that what they need to better serve the community, is input from the community. He's been going to the Unmet Needs hearings since his first year there in April 2010 and he was bombarded at that time. There were a couple of community members that he got to know well after that first meeting. The Madera's [Lideres] Campesinas group was there. He stated that out of that first meeting he set up a meeting with the [Lideres] Campesinas folks and so they did a lot of explaining on how the MAX and Dial-A-Ride works.

Mr. Thompson stated that was one of the biggest issues because every time they went there they asked for all that service on Sunday, all day on Saturday, and later into the evenings so over the years they've done things like run one bus on Sunday. They've offered it up. If they get enough reservations, then they'll schedule a second bus to run on Sundays. It's strictly Dial-A-Ride. This year specifically somebody was there and they were talking about getting to church on Sunday. They need the community to say they want to go, come get me or turn in a complaint they can deal with. He stated that is where he is at because he is there to deal with problems every day and if he's not hearing from people then what else do they want them to do.

Mr. Thompson stated he really likes the new bus stops. He thinks it gives them a good look and it gives them some recognition out there on the street. He thinks that from the standpoint of people that are not technically aware, having a sign with the stops of when the bus is coming by and where it's going would be good. He stated he's done some of that on his own since they started their route change last August.

Mr. Thompson stated their signs have been the same forever. Those could possibly have a tear off or something that they could put a new face up every time they do a schedule change.

Mr. Thompson stated there are a lot of things to consider and he thinks some of the technologies are more for show than they are for reality but from the operational standpoint it would be great for them to have GPS on all the vehicles so that he could look at a screen and be able to tell where that bus is.

Council Member Rigby stated he agreed. He thinks going from point A to point B is the most important thing they offer. It would probably better suit them if they were to invest in some of those technologies. Crossing their fingers that the grants come in so that they can do so. Council Member Rigby stated he appreciates Mr. Thompson's willingness. He agrees that there needs to be maps of routes available on bus stops. He thinks that is something that they need to move forward on and no longer just consider. He thinks that's a must. That's probably essential.

Council Member Rigby referenced the part about getting more riders. He encourages Mr. Thompson. He thinks they have an incredible platform in the City of Madera to reach their public which is not only through social media but also at their Neighborhood Watch groups and National Night Out. He thinks they could even target some of the larger denser populated areas that would more than likely use this daily that way he's strategically hearing from people that are seemingly riding this more often than not. Council Member Rigby stated that if not Mr. Thompson or Ms. Iraheta they should just be more cognizant as a Council that when they are at Neighborhood Watch groups they help to promote what they have.

Council Member Rigby stated that what would make it a lot easier for him to promote is the issue concerning customer service. He asked if it was an issue. He asked if they have poor customer service in their Transportation Department.

Mr. Thompson stated that he didn't think so. He stated he is standing there as the man who has been running it since 2010 and he can tell him that they have conflicts with customers and he thinks that's where complaints will come from. If they need something and they can't produce it for them sometimes that can devolve into an issue. They deal with that. They've had a history before he was even there of people calling in and saying it's rude. They went to the trouble of getting a phone system. They are recording every call that comes in so if anybody ever calls up and says they weren't treated right, they can pull the recording which he has done many times and reviewed it with staff.

Council Member Rigby stated that sometimes it just has to have the perception that they're friendly. He asked if the name of the bus driver was available to people when they walk on. He asked if it was protocol that the bus driver say hello when somebody walks in to the bus or if it was their job to not engage in conversation.

Council Member Rigby stated he knows that when the Dial-A-Ride shows up at 7:30 a.m. every day at a house across the street they honk their horn for the person to come out. He doesn't know a better way to get them out. He doesn't know if they should get out, turn off the key, leave people in a hot bus in the middle of summer, and go knock on somebody's door. He doesn't know. He's not sure. He stated he's just curious.

Council Member Rigby stated that when he was in Kansas City there was a restaurant called Gate's Barbeque and as soon as they walked into Gate's Barbeque the first thing you heard really loud was, "Hi, may I help you?" It startled him but it was kind of cool at the same time.

Council Member Rigby stated he is kind of curious and asked if there is something they can do as an agency to send the perception to the customer that they are valued and important and maybe they can begin to turn the tide from the concept or ill-thought that the MAX is bad customer service. Council Member Rigby stated he agrees with Mr. Thompson. He thinks they can offer a great product if they don't already do. He asked what they can do to change that perception.

Mr. Thompson stated he thinks they do offer that and he wouldn't say it's 100%. He stated another thing they have is video on board the buses so if someone calls and complains he gets to pull the video and find out what really happened. He stated he does see a lot of that. He does see good morning, see you later, thanks. There's conversation and of course too much conversation is a distraction to the driver so they discourage that. Mr. Thompson asked how many complaints they had for the year.

Council Member Rigby stated there were only 23.

Mr. Thompson stated they only had 23 in a year. He stated even if they multiplied that times 10 which a lot of people like to do, its 230 in a year of 365 days and they are transporting 700 people a day. It's still a pretty small part of it.

Council Member Rigby stated absolutely.

Mr. Thompson stated he didn't want to cast any aspersions but when they get down to the actual complainant and what the complaint is.... When the complaint comes in, it doesn't mean they were correct but whether they are correct or not they are always the customer so the answer for him is to solve the conflict; what happened, why was it a conflict and why was the customer unhappy. He stated he uses those tools; the phone recordings and the video recordings. He stated he works with the customer once they've complained and works with his staff that may not always respond in the appropriate manner.

Council Member Rigby asked what sort of training were their staff going through as far as customer service. He asked if that was something they offered annually, biennially or every three years.

Mr. Thompson stated he would say it is ongoing especially in light of the fact that they do get comments from people so he is always working with his staff and he's listening as well. His door is open. He hears 90% of the phone conversations going on throughout the day so he can get in the middle of that if he feels it's not going where it should be and presenting them with good customer service.

Council Member Rigby stated that to address Council Member Rodriguez's comment on how can they compete with the Ubers or those that utilize mobile platforms in a place where they are not capable of doing that yet; feeling that they're moving in that direction. He stated he thinks it's the personal touch. Council Member Rigby stated that Mr. Thompson said it himself. Somebody is going to call every day to ask if the

stop was happening at 3:15 p.m. because their whole day revolves around that stop. He stated that is all that old man or that old lady or that person is thinking about. They wake up at nine in the morning thinking about their appointment at 3:30 p.m. and what time that bus is going to get there. He thinks it's that personal touch.

Council Member Rigby thanked Mr. Thompson for his years of work and continuing to make the transportation better every day. He asked Mr. Thompson to please pass his encouragement to the drivers and dispatchers. He stated that every day they get the opportunity to touch somebody else. They represent him. They represent everybody at that dais and a smile, a hello, a thank you..... He stated they should take their time and breath before they respond and react. He stated he knows it's tough dealing with people on a daily basis. He looks forward to when they have to address the issue of having too many people riding their public transit system.

Mr. Thompson stated they do have that to a great extent with the Dial-A-Ride now. When college is in, they are swamped in the early morning hours with people getting out to the college. Mr. Thompson stated that with any luck at all with the start of the new college route, they will relieve that pressure for the Dial-A-Ride service.

Mr. Thompson stated that before he came to Madera he was the Manager for the Paratransit in Fresno and it was nothing but Paratransit and so every time and every rider they'd touch them before they rode, during their trip and after their trip so it was very customer service intensive.

Council Member Rigby stated it was awesome and he loved it.

Mr. Thompson stated there is a lot that goes into that Dial-A-Ride.

Mayor Medellin stated he wanted to let the record reflect that Council Member Rigby, Council Member Oliver, and he serve on the Madera County Transportation Commission so they were privy to the Unmet Transit Need meeting and all the testimony that was taken in for the riders that use the system.

Council Member Oliver stated he appreciated the presentation from Ms. Iraheta and Mr. Thompson. He stated it was really great information. He stated it was eye opening for him. He stated that personally his only experience with Dial-A-Ride in the past was with his father. There was a time when his health was failing a little, and he was immobile and bound to a wheelchair. They don't realize how difficult it is to find transportation. Dial-A-Ride and its disabled person capability was a godsend for his dad and his family so he is always appreciative of that. There was great customer service at that time.

Council Member Oliver asked if they accept credit cards. He never has cash on himself and he would be the person who is ready to go and doesn't have anything.

Ms. Iraheta stated they have that capability in the Finance Department but not on the daily trip.

Council Member Oliver stated that in line with the comments about their technology capability, utilizing apps and GPS, he thinks that should be a priority. He agrees with Council Member Rigby. He thinks they must have that personal touch and hopefully they are instilling that as a priority with those staff persons. He thinks the demand is there. It's something that the constituency that they serve rely on in most aspects of their lives.

Council Member Oliver thinks that Council Member Rigby made a good point especially with their route to the State Center Community College District and its increased passengers. He thinks that is something they should really prioritize if possible especially if they are going to be bringing on a new fleet of buses. He asked that they see what they can do to put that on the top of the stack whether it's applying for new grant funding or looking for alternative sources. He thinks that is something that is really needed.

Council Member Oliver stated that at one of his first meetings as a Council Member they had a group of drivers attend one of their meetings to complain about issues and concerns about safety and security on the buses. He understood that was followed-up on at a staff level. He asked what precautions are taken to ensure the safety of their drivers who are doing an incredible public service in their community.

Mr. Thompson stated that was a result of a very unfortunate incident. One of their drivers was assaulted. They are in a public transit bus and anybody can get on for the fare on a fixed route bus so it is a difficult challenge. Mr. Thompson stated the driver called in and said they had a person they didn't feel good about so he met the driver out on route over at the Walmart during a layover. He approached the customer that she didn't feel very good about and spoke to him, found out where he was going, tried to get a feel for what type of person he was, whether there was an issue that he felt was a danger and he and the driver both talked to that person. It ended up that they continued to transport him and he attacked her.

Mr. Thompson stated he found out something about himself. He can't tell whether somebody is going to go nuts on one of his drivers or not. They've tightened up on things like if somebody seems like they're intoxicated or if somebody is acting in any way threatening to the driver, they get them off the bus. Whether it's him going out there and getting him off the bus or whether they ask to voluntarily leave; that type of thing so that the actions of the customer are an important feature of whether they get to ride the bus to their destination or not. Of course, they are not going to dump them off in the middle of nowhere. They will take them to a stop but one way or another if the driver feels uncomfortable about that customer, then they are getting off the bus.

Mayor Pro Tem Foley Gallegos stated that their Police Department puts on a good Active Shooting training because right now in their world they do have that happening and their drivers are defenseless with that. She stated that maybe they would want to put them in some type of training and self-defense. She suggested they meet with Police Chief Frazier and see if they can get an officer over there to train some of their drivers.

Mr. Thompson stated that would be great.

Mayor Pro Tem Foley Gallegos stated that Council Member Rigby talked about perception of the Dial-a-Ride and MAX buses. She stated that maybe Mr. Tooley could spare some of Mr. Carrello's time to shoot a video of their Dial-a-Ride and MAX program to give it a "woo".

Mayor Medellin stated the wow factor.

She stated that Mr. Carrello does magic. She doesn't know if that's an option they can look at.

Mr. Tooley stated the answer was absolutely yes.

Mayor Pro Tem Foley Gallegos stated that would help their image. She stated that she's sure they've seen some of the things that Mr. Carrello has put on their website. She stated it is beautiful work.

Mayor Pro Tem Foley Gallegos thanked them for working with their Transit [Advisory Board] Commissioners that they've all put in place to make decisions and help advise them for what he needs there. She commended Mr. Thompson for all that he does for their residents in Madera.

Mr. Thompson thanked her.

Council Member Robinson stated he is concerned about safety and security for the drivers also. His wife rode the Dial-A-Ride many times to the community college. His step-father was a bus driver for RTD [Regional Transportation District] for many years. He asked if the drivers had mace or pepper spray on them.

Mr. Thompson stated they do not to his knowledge. He stated he hadn't had that conversation. He's not sure if that would be permissible as a policy for them. He'll have to look into that.

Council Member Rodriguez stated he noticed that in 2008 they had two or five vehicles and now they are up to 17.

Ms. Iraheta stated they have a total of 17 buses. That is just the year of the bus.

Council Member Rodriguez asked if he was reading the information correctly in that they started with two buses in 2008.

Ms. Iraheta stated that is the age of the bus.

Mayor Medellin stated they have two buses now in their fleet that are nine years old.

Council Member Rodriguez stated total fleet is 17 and they were in operation now and asked if that was correct.

Ms. Iraheta stated that was correct.

Council Member Rodriguez asked what they saw in another five - ten years as Madera continues to grow. He asked if they were going to continue to increase that fleet and if so what kind of fleet are they starting to jump into. He asked if it was more environmental friendly. He asked if they saw other cities that are similar to their size that are doing something different especially with the demand for more public transportation. He stated they talked about technology but asked what they saw in the future for Madera as it continues to grow.

Mr. Thompson stated that one of his goals is low floor buses specifically for the fixed route because it is so much easier for people to get in and out of the bus rather than having to go up steps and then onto the bus. It is much better for people using mobility devices as well. The low floor allows them to have a ramp that comes out, sets down and they can motor or get themselves right into the bus without having to go through the process that they currently do where the driver has to stop the bus, get out, go around, open doors, lower the lift, get them on the lift, get them up and into the bus, close it all up again, and then get in and secure the customer. That's one of the bugaboos to on-time performance. They get a lot of mobility devices on the fixed route and that's slowing them down. The low floor technology is what he is interested in.

Mr. Thompson stated that from the standpoint of the overall environmental aspect of it, they have a lot of CNG [Compressed Natural Gas] buses and they only have one place to fuel them which is Tesei [Petroleum] and they've had numerous issues with Tesei [Petroleum]; pumps up, pumps down, slow fill and all kinds of issues going on there so he is not too thrilled with the whole CNG aspect of it.

Mr. Thompson stated there are a lot of pure electric buses out there but not in the type of vehicles they use at this point. There are some 40 footers that you can re-charge in five minutes en route. There are those out there on the market but they're very expensive so they've been getting what they can afford based on the grant money coming in.

Mr. Thompson stated that as far as the pollution aspect of it they are going with a lot of CNG because that's where the grant money was coming from. They were promoting the idea of the CNG so that's why they have so many CNG buses.

Council Member Rodriguez stated that at an earlier meeting on Monday, Mayor Pro Tem Foley Gallegos had mentioned something about CNG over at the school district. He asked if there was any type of partnership with the unified school district or anything that could possibly be arranged for....

Mr. Thompson stated that at certain times they have tried to switch over to the school district but their pump had issues and he didn't know if they even had it back in business yet.

Mayor Pro Tem Foley Gallegos stated they do. They have both pumps running and they are running well. She stated the City put in another compressor. They approved \$3,000 to put another compressor in. She stated she spoke to the engineer at the first of the year and he said they are not even using the pumps enough. They should be running 24/7 and they are at about a quarter of what they should be using them at. She stated the gas is much cheaper at Madera Unified [School District].

Mr. Thompson stated that the goal would be to get them hooked up with fuel cards for that location so that whenever possible they can use it. He stated that one of the issues they had at Tesei [Petroleum] was all the school buses being there and clogging the lanes up. There were five or six Central Unified buses going to Tesei [Petroleum] every morning so the competition at the pumps was definitely an issue. He is not sure what they'll find if they get set up to go to the school district.

Mayor Pro Tem Foley Gallegos stated they are pretty empty after 7:00 a.m. and they don't come back in until about 10:00 a.m. to start fueling or even in the afternoon at 1:00 p.m. before they go on their routes and then they are cleared out of there until 4:30 p.m. or 5:00 p.m.

Mr. Thompson stated their buses will typically be doing end of the day fueling; somewhere between 5:00 p.m. and 7:00 p.m. if it's available at that hour of the day. He doesn't know what their security's like over there.

Mayor Pro Tem Foley Gallegos stated it is.

Mr. Thompson stated that would be something he would look forward to using just to take the pressure off always having to have Tesei [Petroleum] up and running.

Mayor Medellin stated that just to be fair he asked if Council Member Rodriguez was finished with his questions.

Council Member Rodriguez responded his questions had been answered.

Mayor Pro Tem Foley Gallegos stated they had quite a bit of money in reserve and asked if it was possible to use some of that reserve to boost their technology. She asked Mr. Tooley who made that decision.

Mr. Tooley stated that a significant portion of the funds that are in reserve right now will be for the construction of the new facility. To the extent that funds are available and they fall within the parameters of the grant, they can certainly explore the technology that the Council has discussed.

Mr. Tooley addressed Ms. Iraheta and stated she is a little closer to the budget than he is and asked what was the degree of flexibility.

Ms. Iraheta stated those grants come with strings attached. They already have specific allocations for what they applied. She stated that they did apply for \$60,000 for marketing and they are considering their newer grants such as the Cal OES [California Governor's Office of Emergency Services] for technology. They've written those grants really general to later determine if they are needed for the transit facility or if they could potentially use it for technology upgrades.

Mr. Tooley stated that he wrote a big note; technology. He thinks he understands the Council's direction.

Mayor Medellin stated that just to be fair, through the meetings they've had at [Madera County] Transportation Commission: additional buses, larger buses, additional routes which means more drivers and costs like that and now technology. He stated they would add that to the list of needs, figure out what the priority is and figure out what that is going to cost but certainly heard loud and clear that evening.

Council Member Robinson asked if they have a defibrillator on the buses in case someone has a heart attack since they deal with the public.

Mr. Thompson stated they don't.

Council Member Robinson stated that maybe Mr. Thompson can look into adding one.

Mayor Pro Tem Foley Gallegos asked if the drivers had CPR [Cardiopulmonary Resuscitation] training.

Mr. Thompson stated that some of them do and some of them don't.

Mayor Pro Tem Foley Gallegos asked if they had first aid training.

He stated that is not something that they are mandated on at this point.

Mayor Medellin stated they will get them trained by PD [Police Department], they'll get a concealed carry weapons permit and now medical training for the drivers. He stated they just keep adding to the list.

Council Member Holley stated he had a question and he knows it is probably something that they'll look at in the future. They were talking about the safety part of it of somebody getting hurt. He asked how they contact PD if they had a driver or a person on the bus who is real adagrate. He asked if they just had to use their cell phone or if it was available.....

Mr. Thompson stated he didn't understand. He asked if he was being asked what the driver would do if they were having an issue.

Council Member Holley responded affirmatively.

Mr. Thompson stated the first thing they do is call on the radio and they can ascertain what the issue is and either call 911 or he'll call the regular police line and get a dispatcher and get help on the way.

Council Member Holley asked if Mr. Thompson had ever looked into having security people on his team just to go around and make sure.....

Mr. Thompson stated that was himself.

Mayor Pro Tem Foley Gallegos stated her commissioner for the Transit Advisory [Board] is a trainer from Madera Unified [School District] who also does in-service training for their drivers. She stated that maybe they can team up with them when they have in-service training on certain issues that they might think their drivers need so that they could go to those in-service trainings. She sees they're transporting a lot of children and she thinks that is something they need to look at especially in the summer time. She stated that might be an open door to get in and do a partnership thing with them.

Ms. Iraheta stated she would bring it up at their next TAB [Transit Advisory Board] meeting to explore that avenue.

Mayor Pro Tem Foley Gallegos advised Ms. Iraheta to let her know if she needed any help with that.

Mayor Medellin thanked Ms. Iraheta for the presentation. He thanked Mr. Thompson for being there.

Mayor Medellin stated that he thinks the theme that evening was that they were trying to give them input to have the best service possible. He stated that to Mr. Thompson's point of being a small town, they are a small town but there should still be big expectations and customer service doesn't cost anything.

Mayor Medellin stated that was relayed to Mr. Thompson when they had the Unmet Transit Needs. Mayor Medellin stated they spoke to the [Lideres] Campesinas. They came to the meeting. Some women from the Shunammite House as well as others. He thinks the most important thing is to hear those people who use their service. He understands that sometimes it's a one-sided story but providing the best service possible is who they are regardless of what department. Mayor Medellin stated he thinks Mr. Thompson understands that completely.

Mayor Medellin stated that whatever training they can give their employees and whatever best service they can provide for their riders is their ultimate goal. Whether it be technology or additional buses, he thinks that is an avenue they are going to continue to pursue and he looks forward to their new building which will be down the road and what that would look like is a big beautiful building with beautiful buses and beautiful service is their ultimate goal.

Mayor Medellin stated that disabled, seniors and students seem to be the majority of their ridership. He stated they had discussed at [Madera County] Transportation [Commission] additional stops at places like the Camarena [Health] Center, additional routes to the hospital, pharmacies and things of that nature which would fit their ridership.

Mayor Medellin stated he knows they've pursued some routes to the State Center and he thinks the number on students is not during school but he thinks they still haven't tapped into the market to let them know that there is a ride available. He stated that there are a number of students that do not go to higher education simply because they do not have a ride. He thinks they really need to market that to their students and let them know that just a few miles down the road they will be able to get an inexpensive ride or some sort of free ride to further their education.

Mayor Medellin thanked them for being there and all of their input.

Mayor Medellin stated that as he's said before during these workshops, the more information they have the more they can advocate and let their community know.

Ms. Iraheta thanked them for their attention.

B. CONSENT CALENDAR

- B-1 Minutes – 9/07/16
- B-2 Information Only – Warrant Disbursement Report
- B-3 Bi-Weekly Water Conservation Report for 5/25/17 – 6/11/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving Applications for Transportation Development Act-Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2017/18 and Authorizing the City Engineer or the Deputy City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (Report by Keith Helmuth)
- B-5 Consideration of a Minute Order Approving Settlement of a Claim Filed with United Services Automobile Association for Property Damage (Report by Wendy Silva)
- B-6 Consideration of a Resolution Authorizing Submittal of an Application to the California Department of Resources Recycling and Recovery Department for Used Oil Payment Program Cycle 8 FY 2017/18 and Authorizing the City Administrator to Execute all Grant Documents (Report by Dave Randall)

- B-7 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Police Officers' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-8 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending March 31, 2017 (Report by Tim Przybyla)
- B-9 Consideration of a Resolution of the City Council of the City of Madera, California, Approving a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2017 to June 30, 2019 for Fire Service Operations, and Authorizing the Mayor to Sign the Agreement on Behalf of the City of Madera (Report by David Allen)
- B-10 Informational Report on Council Conference and Travel Budget (Report by Sonia Alvarez)

Mayor Medellin stated he would like to pull Item B-10 for further discussion and asked if any Council Members would like to pull any other Consent Calendar item for further discussion. No comments were made. Mayor Medellin entertained a motion for action excluding Item B-10.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY MAYOR PRO TEM FOLEY GALLEGOS, THE CONSENT CALENDER EXCLUDING ITEM B-10 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 17-83 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS, LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2017/2018 AND AUTHORIZING THE CITY ENGINEER OR THE DEPUTY CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION

RES. NO. 17-84 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY DEPARTMENT FOR USED OIL PAYMENT PROGRAM CYCLE 8 FY 2017/18 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL GRANT DOCUMENTS

RES. NO. 17-85 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MADERA POLICE OFFICERS' ASSOCIATION RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

RES. NO. 17-86 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2017 TO JUNE 30, 2019 FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

Mayor Medellin stated he knows this is an information report regarding an overage of approximately \$900.00 to Councilman Robinson's budget. He asked Sonia Alvarez, City Clerk to briefly elaborate on protocol regarding overages on a Council Member's budget.

Ms. Alvarez stated that typically as the expenses come through it is the responsibility of her office to monitor those. They make sure they have appropriate receipts and that they are eligible expenses. At some point when she sees that a Council person is approaching their total allocation then she will notify them of that.

Mayor Medellin asked if there was a software change or if they were switching over to Tyler Munis at the same time and so....

Ms. Alvarez stated there was a little bit of a change under the old MAIS system. They had individual budget line items for each Council Member. When the new system was implemented and they went live, it was one lump sum. At that point, she requested that the Finance Department please break it down into individual project budgets so that she could better track those.

Mayor Medellin stated that where he is going with this is basically.... Obviously, they had their budget meeting on Monday which was four hours long and they made some recommendations to Mr. Tooley. A 3% M&O [Maintenance and Operations] reduction basically, tightening the belt and he doesn't think the Council should be exempt from that. He thinks they need to tighten the belt all the way around so leading by example. At another meeting date what he would like to do is bring back the Council's budget and protocol and make sure they stay within their means, and make sure there's a better way of tracking what they use as far as travel and expenses and things of that nature.

Mayor Medellin asked that his colleagues chime in if they had any questions or concerns but he thinks the Council should not be exempt. In this case, he understands there may have been a software issue. He just doesn't think it's fair to ask for additional funds when they are asking for everyone else to cut or tighten the belt.

Mayor Medellin asked if that was something they could bring back to Council at another meeting.

Ms. Alvarez responded absolutely.

Council Member Rigby stated he agreed. He stated he had just asked Ms. Alvarez by email for the status of his budget. Maybe catching wind of some of the things across the street. It just made him a little more self-aware of what he was doing with the allotted amount of money that he was given to utilize to his discretion. He stated he appreciated Mayor Medellin wanting to bring this back and he agrees. He thinks if they are asking their departments to look at areas that they can begin to save money and better utilize resources, he should be no different. He supports that sentiment.

Mayor Medellin stated absolutely.

Council Member Robinson stated that since he is on the Executive Board for the League of [California] Cities, they have guidelines that he has to go by which specifically say that they must attend all the meetings. Previously, they gave him more funds for transportation because most of the transportation is down in Tulare, Sacramento and Long Beach.

Council Member Robinson stated that when he attends the meetings in Sacramento, he won't spend the night. He drives up there early in the morning, attends the Policy meeting and then he returns home. Council Member Robinson stated he had to attend the golf tournament in Dinuba which was on the 2nd and then he attended the League of Sacramento Community and Economic Development in Sacramento on the 8th and then on the 15th it was General Membership in Visalia.

Council Member Robinson stated he has 280,000 on his vehicle. That's a lot of gas. They provide meals but everybody has to turn in the gas that they spent. He stated that even when he has to go down to Ontario, he doesn't ask for a hotel room. He goes down and stays with his relatives then he has to fight traffic and then he comes back.

Council Member Robinson stated if they don't want him to be present on the Executive Board and the Policy Board... If they can't afford it, then he'll just bow out.

Mayor Medellin stated that this was not personal.

Council Member Robinson stated he knew it wasn't personal but if they can't afford it, he is for it also; to save money.

Mayor Medellin stated that is exactly his point. He appreciated Council Member Robinson understanding that if they are going to tighten the belt and ask for staff and basically across the board to try to fill a million dollar gap....

Council Member Robinson stated he understands.

Mayor Medellin stated he doesn't think they are exempt at all. He stated he appreciated Council Member Robinson understanding his point.

Council Member Robinson stated he did.

Mayor Medellin stated he understands that Council Member Robinson has a lot of responsibilities as they all do. They all have responsibilities, meetings, travel and things of that nature.

Council Member Rodriguez stated he knows their representative at the Executive Committee for the League of [California] Cities is Council Member Robinson. He doesn't know how many meetings there are throughout the year but he knows he gets constant emails. He stated they are fortunate enough to have someone to attend those, come back, and bring back all the new policies that are out there that can affect their City.

Council Member Rodriguez stated he is in support he just didn't know to what extent. He stated he is assuming it is not like family sharing where Council Member Robinson can take from him and take from someone else. He stated he thinks it's individually. He asked if they are allotted for individuals.

Ms. Alvarez stated they are individual budgets. She stated in situations where they have considered requesting an allowance of going over the individual budget, they still look at the overall budget and they have been able to capture it in the overall budget.

Council Member Rodriguez stated he wanted to get it correct. He stated they are allotted a lump sum and asked if that was correct.

Ms. Alvarez stated that was correct.

Council Member Rodriguez asked if every individual is then broken down to a certain amount or are they talking about a sum they have already exceeded for the whole Council or if this was for individual.

Ms. Alvarez stated that for the current fiscal year, what they are talking about for the current report is an individual budget has been exceeded; not the overall.

Council Member Rodriguez asked if historically and typically they were under.

Ms. Alvarez stated typically they are under.

Council Member Rodriguez stated he is not asking for an exemption but he does want to make sure that they don't lose that value between the League of [California] Cities and especially their Council but as their Mayor stated, they are obviously in the position where they are asking every other department to tighten down and he wasn't sure if any other funds from that allotment would be able to be transferred over.

Ms. Alvarez stated if the Council wanted to make a change to that, then it's entirely up to the Council but she thinks in the end the overall budget is looked at. She stated she didn't know if Mr. Tooley or Mr. Przybyla would like to add to that.

Mayor Medellin stated he just wants to make sure they are clear. It is not really for discussion this evening. This is something that he is asking they bring back. They will have proper information and a lot of those questions will be answered and then they can have that discussion at that time. He doesn't want to go off necessarily sideways on this.

Council Member Rodriguez apologized.

Mayor Medellin stated it was fine. They were all valid questions. He just wanted to make sure that....

Council Member Rodriguez asked if it was pulled for a later time.

Mayor Medellin stated that is what he is requesting.

Mayor Pro Tem Foley Gallegos asked if it was pulled for a later time then they would use her question for discussion later.

Mayor Medellin responded if she wished.

Mayor Pro Tem Foley Gallegos stated she is new to the Council just like Council Member Rodriguez. She asked that he correct her if she was wrong. She stated she is trying to get this in her head. She stated that at Madera Unified [School District] they have MUTA [Madera Unified Teachers Association] representatives that choose to be part of the union but the MUTA representative can choose to become Exec[utive] Board so it's a choice.

Mayor Pro Tem Foley Gallegos stated that Council Member Robinson represents them for the League of [California] Cities because they've chosen him to be their representative but for him to go to the Exec[utive] Board, and she asked if she was getting it right, it's a choice to do Exec[utive] Board and to go further on to do extra meetings for that.

Mayor Medellin stated that is correct. He stated he believes there is a stipend from the League of [California] Cities to be on the Exec[utive] Board and just for the record Council approved for Council Member Robinson to have double what their own stipend is and then this evening it went above and beyond that another \$900.00.

Mayor Medellin stated that Mayor Pro Tem Foley Gallegos is correct in that it is a choice and not necessarily an appointment that this Board would make knowing that there would be additional travel and things of that nature.

Mayor Pro Tem Foley Gallegos asked if the tax dollars that they are using to send him to the League of [California] Cities is to be a representative of the City Council.

Mayor Medellin stated that was correct.

Mayor Pro Tem Foley Gallegos asked if it comes from the League of [California] Cities to do Exec[utive] Board.

Mayor Medellin stated he was not sure if it was an appointment or if it's an election.

Mayor Pro Tem Foley Gallegos asked Council Member Robinson if it was an election that got him to be on the Exec[utive] Board.

Council Member Robinson stated he got appointed by the Executive Board.

Mr. Tooley stated the City is a member of the League of California Cities. They pay dues for that purpose. There are numerous opportunities for leadership within the League. Council Member Robinson has chosen to step up to the plate and assume one of those leadership positions. That comes with a cost. Council recognized that and provided additional funds for that purpose. He stated he thinks that is the discussion they are having that evening.

Mayor Medellin thanked Ms. Alvarez and stated they would wait for that to be on an upcoming agenda.

Mayor Medellin asked for a motion.

Council Member Rigby stated it was a non-action.

Brent Richardson, City Attorney stated it was informational only. There was no action.

Mayor Medellin stated it was part of the Consent [Calendar] and asked if they didn't need it on the Consent [Calendar] originally. He stated they excluded it in their original motion to approve the Consent [Calendar] so as long as there is direction, they're good.

Mr. Richardson stated it was fine. It was informational only.

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

C-1 Second Reading and Consideration of Adoption of an Ordinance of the City Council of the City of Madera, California, Amending the Madera Municipal Code to Add Chapter 16 to Title IV Pertaining to Rental Housing Inspections (Report by Steve Montes)

Steve Montes, Neighborhood Preservation Specialist I stated he would make it short. The City of Madera has a significant interest in ensuring that the rental housing remains safe, sanitary and desirable housing options for its citizens. Due to issues concerning the deterioration condition of the City of Madera housing stock identified in the current and previous General Plan Housing Elements and Neighborhood Preservation staff observation, a proactive Rental Housing Inspection Program was developed with the help of various interested parties and stakeholders.

Mr. Montes stated staff presented the proposed ordinance to City Council at its June 7, 2017 meeting. After conducting a public hearing and considering testimony provided, Council voted unanimously to introduce the ordinance. Completion of the second reading is the final step required to adopt the ordinance. The staff report provided to Council contains the outline of the major components of the proposed Rental Inspection Ordinance.

Mr. Montes stated he would answer any questions otherwise staff recommends that City Council adopt the proposed ordinance amendments.

Council Member Holley said that was great.

Mayor Medellin stated that was short compared to the last five months that Mr. Montes has appeared there. Mayor Medellin asked if he had any pictures for Council. No pictures were submitted.

Council Member Rigby stated he wasn't there for the spirited conversation that was had at the last meeting and for that he is forever going to be reminiscent of it. He stated he did watch it online.

Council Member Rigby thanked Mr. Montes and his team for taking the lead on this. He can't help but feel that he has a small part in this. He remembers walking through that home with Viola Rodriguez, Neighborhood Preservation Supervisor and another Code Enforcement officer whom he doesn't know. He was appalled and shocked that it was a living condition of a family. Not just a single person. Not just a few fellas living the bachelor life. It was a family with children and an elderly woman. Council Member Rigby thanked him and stated he appreciates all the efforts Mr. Montes puts in to not only draft the ordinance but to reach out and get as much input and to hold the position of not having all the answers and is willing to connect with those that have input. For that he is grateful and he appreciates all the hard work.

Mr. Montes stated it wasn't just his hard work. He had a lot of help from the Director, management, Council, staff and everyone involved in the process. It wasn't him. He wouldn't have been able to do this alone. He had a lot of help, a lot of encouragement, and a lot of direction. Mr. Montes thanked them for the opportunity to do something like this.

Mayor Medellin stated it was a team effort and that Council Member Rigby was cutting himself short. He thinks it was Council Member Rigby's ride along with Code Enforcement that got the whole ball rolling on this thing.

Council Member Rigby stated he is glad he said that when there is nobody in the room. He stated it's beautiful. He'll get several phone calls.

Mayor Medellin asked if there were any questions. No questions were asked.

Mayor Medellin called on the City Clerk for title.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, FURTHER READING WAS WAIVED AND ITEM C-1 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD. NO. 942 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE MADERA MUNICIPAL CODE TO ADD CHAPTER 16 TO TITLE IV PERTAINING TO RENTAL HOUSING INSPECTIONS

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

Council Member Robinson had nothing to report.

Mayor Pro Tem Foley Gallegos stated she attended the Madera County Compact banquet for their ag[ricultural] community. They put together an Ag Camp for 42 junior high students who visited different agricultural companies in Madera. At the beginning of the camp, students were asked who could see themselves with a future in agriculture. Three hands were raised. At the banquet after seeing that ag[riculture] is not just farming, those students were asked the same question and almost every student raised their hand which almost brought tears to Mrs. Sisle's eyes. It's hard to get junior high kids excited about anything. It's a very difficult age. That was neat to attend.

Mayor Pro Tem Foley Gallegos thanked their Police Department for their lovely coins. They are beautiful.

Mayor Pro Tem Foley Gallegos announced that Mr. Taubert has a grandson. They don't know the weight or the size but his name is Dominic. He arrived today. Congratulations to him.

Council Member Rigby asked Mary Anne Seay, Parks and Community Services Director to fill him in on how the cooling centers are working and where they are. He stated he had a couple of phone calls and he thinks he sent them to the right spot. He asked her to fill him in on how those have been going because he doesn't see the triple digits going away any time soon.

Ms. Seay stated they have two cooling centers funded by PG&E. They fund staff and any equipment. The Parks and Community Services Department purchases water and passes that out. They are at the Pan Am[erican Community Center] from 8:00 a.m. to 8:00 p.m. They are at the [Frank] Bergon [Senior Center] from 8:00 a.m. until 2:00 p.m. but noticing the extreme heat they expanded those hours at the [Frank] Bergon [Senior Center] this week from 8:00 a.m. to 8:00 p.m. and they did have 12 or 14 people there this week in the afternoon up until probably 7:30 p.m.

Council Member Rigby thanked her for the information.

Council Member Rigby stated he is now a member of the Tadpole Swimming. It is not swimming for him. He holds a child that is monkey-gripped to his body screaming at the top of their lungs.

Council Member Rigby stated Ms. Seay's lifeguards are doing a phenomenal job. They are hands on. They are great. They are friendly. He appreciates that.

Council Member Rigby stated his son is really excited about the lunch he gets to eat.

Council Member Rigby stated it's a great program that they offer. Free lunch throughout the City of Madera to kids that need it. He gave kudos to Ms. Seay and the job she is doing. He stated it is fun to be out there to see so many caveats of Parks and Recreation and how they are serving the community for kids that are out of school.

Council Member Rigby stated they got to hear a great presentation of different organizations that are reaching their next generation.

Council Member Rigby stated it is fun to be in the pool with his son but it's a lot more fun to see others enjoying the same park.

Ms. Seay stated she would pass it along to staff.

Council Member Holley had nothing to report.

Council Member Rodriguez had nothing to report.

Council Member Oliver advised Ms. Seay that Olga Saucedo-Garcia, Recreation Community Programs Coordinator and Adam Romero, Recreation Community Programs Coordinator both gave a great presentation that morning at 6:30 a.m. at [Madera] Sunrise Rotary. He really appreciated their participation. They gave a good report on the upcoming summer activities one of which is men's basketball. Team Madera Glass is going to be coming back this year. Two seasons in a row, they are the defending champs so he is looking forward to the league as well as all their programs that are going to become available to their City's residents.

Mayor Medellin asked Ms. Seay if there were no rules against stacked teams. He asked if they could have a blind draw next time or something.

Mayor Medellin thanked staff for all their input and his colleagues for phenomenal questions. When they have workshops and people coming to City Council, the more engaged they are the better for both their sakes.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

Brent Richardson, City Attorney announced that Council will adjourn to closed session in one item. That is G-2 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) in one matter.

Council adjourned to closed session at 8:02 p.m.

G-2 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case

G-3 Closed Session Report – City Attorney

Council returned from closed session at 8:40 p.m. with all members present.

Mr. Richardson announced that Council met in closed session in one item - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2).

Mr. Richardson stated no reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor Medellin at 8:41 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

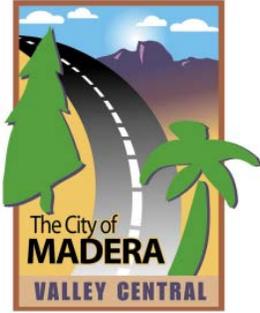
Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by: ZELDA LEÓN, Deputy City Clerk

Item:	B-1
Minutes for:	06/06/18
Adopted:	06/20/18



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

**June 6, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER – The regular meeting of the Madera City Council and the special meeting of the Madera City Council as the Groundwater Sustainability Agency (GSA) was called to order at 6:00 p.m.

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Donald E. Holley, District 6

Absent: Council Member Charles F. Rigby, District 5

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, and Division Fire Chief Matt Watson.

INVOCATION: Pastor Randy Brannon, Grace Community Church

PLEDGE OF ALLEGIANCE: Mayor Medellin led in the Pledge of Allegiance.

PUBLIC COMMENT:

The first fifteen 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 to identify themselves and state the subject of their comment. 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.

Elaine Craig announced that she resigned from the Madera County Workforce Development and has taken a position with Merced College. Tracy Scott Contreras will serve as the Interim Director for the Workforce office.

Tracy Scott Contreras stated she looks forward to continuing the partnership with the City and County.

City employees Eric Battles, Viola Rodriguez, Clemente Garcia, and Dustin Pickett spoke on behalf of the mid-management and general bargaining units regarding negotiations and salary and benefit concerns.

Mr. Battle submitted a letter to the Council signed by employees and Mr. Pickett submitted cards signed by residents.

Vicki Sloan, residing in Madera, California, spoke regarding the recall effort.

PRESENTATIONS Recognition of the Temporary Housing for Homeless Families at the Pomona Ranch Housing Center Program Award (Linda Shaw)

Linda Shaw, Executive Director for the Housing Authority of the City of Madera played a video regarding the Pomona Ranch Housing Center Program.

INTRODUCTIONS There are no introductions.

LATE DISTRIBUTION - The City Clerk made a late distribution announcement regarding item E-2.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

No items were pulled from the consent calendar

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER OLIVER, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

B-1 Minutes – 06/07/17

B-2 Warrant Disbursement Report 5/8/18 – 5/29/18 (Report by Tim Przybyla)

B-3 Water Conservation Report for 4/23/18 – 5/20/18 (Report John Scarborough)

B-4 Consideration of a Resolution Approving the Applications for Transportation Development Act-Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2018/19 and Authorizing the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (Report by Keith Helmuth)

RES. NO. 18-81 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS, LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2018/19 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION

B-5 Consideration of a Resolution Authorizing the City Administrator and/or His/Her Designee to Execute an Agreement and Any Related Amendments with the California Department of Justice Related to the Tobacco Law Enforcement Grant Program Award (Report by Ivette Iraheta)

RES. NO. 18-82 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY ADMINISTRATOR AND/OR HIS/HER DESIGNEE TO EXECUTE AN AGREEMENT AND ANY RELATED AMENDMENTS WITH THE CALIFORNIA DEPARTMENT OF JUSTICE RELATED TO THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM AWARD**

B-6 Consideration of a Resolution Rescinding Resolution No. 2017-197 Approving the Current Lease Agreement with First Transit, Inc. and Approving a Revised Lease Agreement with First Transit, Inc. for Use of Office Space at the Intermodal Facility and Authorizing the Mayor to Execute All Related Documents (Report by Ivette Iraheta)

RES. NO. 18-83 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, RESCINDING RESOLUTION NO. 2017-197 APPROVING THE CURRENT LEASE AGREEMENT WITH FIRST TRANSIT, INC. AND APPROVING A REVISED LEASE AGREEMENT WITH FIRST TRANSIT, INC. FOR USE OF OFFICE SPACE AT THE INTERMODAL FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS**

B-7 Consideration of a Resolution Approving a Memorandum of Extension Agreement for Management and Operation of Madera Transit Service with First Transit, Inc. and Authorizing the Mayor to Execute All Documents Necessary to Effectuate the Extension (Report by Ivette Iraheta)

RES. NO. 18-84 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A MEMORANDUM OF EXTENSION AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICE WITH FIRST TRANSIT, INC. AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE EXTENSION**

B-8 Consideration of a Resolution Approving Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. for Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects and Authorizing the Mayor to Sign the Amendment on Behalf of the City (Report by John Scarborough)

RES. NO. 18-85 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT PLANT MAINTENANCE PROJECTS AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY**

B-9 Consideration of a Resolution of the City Council of the City of Madera Adopting the Draft Relocation Plan for the Olive Avenue Widening & Reconstruction Project (Report by Keith Helmuth)

RES. NO. 18-86 **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE DRAFT RELOCATION PLAN FOR THE OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT**

B-10 Informational Report on Personnel Activity (Report by Wendy Silva)

B-11 Informational Report – Change from Detailed Minutes to Action Minutes for City Council Meetings (Report by Sonia Alvarez)

- B-12 Consideration of a Resolution Approving a Second Amendment to the Food Service Agreement with Madera Unified School District to Provide Meals to Eligible Youth During the Summer Food Service Program and Authorizing the Mayor to Execute the Second Amendment to the Agreement on Behalf of the City (Report by Mary Anne Seay)

RES. NO. 18-87 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A SECOND AMENDMENT TO THE FOOD SERVICE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD SERVICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT ON BEHALF OF THE CITY

- B-13 Consideration of a Resolution Accepting a Grant Award from the San Joaquin Valley Air Pollution Control District Public Benefit Program Alt-Fuel Component and Authorizing the City Administrator, or Designee, to Execute All Required Grant Documents (Report by Randy Collin)

RES. NO. 18-88 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC BENEFIT PROGRAM ALT-FUEL COMPONENT AND AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ALL REQUIRED GRANT DOCUMENTS

- B-14 Consideration of a Minute Order Rejecting a Claim Filed by Matthias Aguilar (Report by Wendy Silva)

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

**C-1 2018 General Plan Amendments - Cycle I
Public Hearing and Consideration of a Resolution of the City Council of the City of Madera Amending the Parks and Recreation Element and Circulation and Infrastructure Element of the General Plan of the City of Madera, as follows:(Report by Chris Boyle)**

**A. GPA 2018-01 – Parks and Recreation Element
An application to amend the Parks and Recreation Element in order to be consistent with recently adopted ordinance adding Title X, Chapter 2, Section 1300 et seq. to the Madera Municipal Code pertaining to acquisition of park lands as provided by the Quimby Act.**

**B. GPA 2018-02 – Circulation and Infrastructure Element
An application to amend the Circulation and Infrastructure Element’s Figure C1-1: Circulation Master Plan, to correct omissions to and update the adopted circulation map. Impacted streets which will be added to the arterial street classification are a segment of Gateway Drive, north of Almond Avenue. Impacted streets which will be added to the collector street classification include a segment of Granada Drive, between Cleveland Avenue and Kennedy Street, and a proposed extension of Kennedy Street, between Lake Street and Austin Street**

Planning Manager Chris Boyle presented the report.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 18-89, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 18-89 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENTS TO THE GENERAL PLAN PARKS AND RECREATION ELEMENT NECESSARY TO PROVIDE CONSISTENCY WITH THE ZONING ORDINANCE AND THE GENERAL PLAN CIRCULATION AND INFRASTRUCTURE ELEMENT IN ORDER TO CORRECT OMISSIONS IN THE CIRCULATION MASTER PLAN MAP

C-2 Public Hearing and Consideration of a Resolution Adopting the Measure 'T' Annual Expenditure Plan for Fiscal Year 2018/19 and Authorizing the City Engineer to Submit the Plan to the Madera County Transportation Authority for Adoption (Report by Keith Helmuth)

City Engineer Keith Helmuth presented the report.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES. NO. 18-90, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 18-90 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2018/19, AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION

C-3 Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City Council of the City of Madera Authorizing the City Administrator or Designee to Abate Weed Nuisances Existing within the City (Report by Fabela Rodriguez)

Fabela Rodriguez, Neighborhood Preservation Specialist I, presented the report. She reported that the number of properties requiring abatement is down to eight.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM C-3, RES. NO. 18-91, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 18-91 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE CITY ADMINISTRATOR OR THEIR DESIGNEE TO ABATE WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA

D. WRITTEN COMMUNICATIONS

D-1 Consideration of Request by Baltimore Aircoil Company to Allow for Connection to the City's Water and Sewer Systems (Keith Helmuth)

City Engineer Keith Helmuth presented the report.

Jeffrey Berry, Environmental Health and Safety Manager for Baltimore Aircoil (BAC), spoke on behalf of BAC.

After discussion, Council direction was given for staff to bring back an agreement for water connection only and a policy or guidelines to address similar requests.

RECESS: 7:45 p.m. – 7:51 p.m.

E. ADMINISTRATIVE REPORTS

- E-1 Informational Report on Procurement of Emergency Sewage Bypass Pump Services from Rain for Rent San Joaquin at the Fairgrounds Lift Station (Report by John Scarborough)**

Public Works Operations Director John Scarborough presented the report.

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE APPROVAL OF THE EMERGENCY EXPENDITURE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

- E-2 Consideration of a Resolution Initiating the Process to Finance a Fire Station and to Engage Selected Parties for Professional Services Required to Complete the Financing and Request for Direction from the City Council on the Term of the Financing (Report by Tim Przybyla)**

The report was presented by the Director of Financial Services Tim Przybyla and the City's Municipal Advisor Ken Dieker of Del Rio Advisors.

COUNCIL DIRECTION WAS GIVEN TO PROCEED WITH A 30-YEAR PUBLIC BOND OFFERING FOR THE FINANCING OF THE FIRE STATION.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM E-2, RES. NO. 18-92 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 18-92 RESOLUTION OF THE CITY OF MADERA INITIATING THE PROCESS TO FINANCE A FIRE STATION AND AUTHORIZING THE CITY ADMINISTRATOR OR DIRECTOR OF FINANCIAL SERVICES TO ENGAGE THE SELECTED PARTIES FOR PROFESSIONAL SERVICES REQUIRED TO COMPLETE THE FINANCING

- E-3 Review and Feedback on Proposed Text for City Administrator Recruitment Brochure and Direction Regarding Next Steps (Report by Wendy Silva)**

Director of Human Resources Wendy Silva presented the report.

Council direction was given on revisions to the brochure and authorization for staff to approve the final brochure for release by the consultant.

Council direction was also given to bring back necessary actions to change the city administrator title to city manager.

E-4 Informational Report Regarding the Regular Council Meeting Scheduled 7/04/18
(Report by Sonia Alvarez)

City Clerk Sonia Alvarez announced that the first meeting in July will be held on Thursday, 7/5/18 at 6:00 p.m. in accordance with the Municipal Code.

F. COUNCIL REPORTS

Council Member Robinson reported that he and Council Member Foley Gallegos attended the Parent Institute for Quality Education graduation at George Washington Elementary School.

Council Member Foley Gallegos reported that she helped Love Madera representatives serve two shifts at the Police Department.

Mayor Pro Tem Rodriguez reported that he attended the Madison Dual Immersion Ceremony for the kindergarten class.

Council Member Oliver reported that he participated in the United Way event at Madera South High School where they discussed an upcoming grant opportunity called the Community Thrive Challenge.

Council Member Oliver invited everyone to attend the Madera Young Professionals Pop Up Event scheduled Friday, 6/15/18 at Cesar Chavez Plaza located downtown on "E" Street.

Council Member Oliver reported that he worked with different community groups to host an event commemorating Robert Kennedy's 50th anniversary of his visit to Madera.

Mayor Medellin thanked Dustin Pickett for staying through the meeting.

Mayor Medellin stated he will be starting a Mayor's Blog in an effort to better communicate with the public and share good things as well as challenges.

Council Member Holley and Council Member Foley Gallegos spoke in support of showing all council members on certificates. The City Attorney advised that staff will look into it.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that item G-2 was pulled from the agenda. The Council adjourned to closed session for the remaining items at 9:14 p.m. Absent: Council Member Rigby.

G-2 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8

Property:	Parcel #1
905 S. Gateway Drive	APN: 011-182-002
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Stephen J. Allen
Under Negotiation:	Price and Terms

Property:	Parcel #2
Vacant Lot	APN: 011-203-005
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Francisco Nunez and Martha Leon Caro

Property: Parcel #3
546 E. Olive Avenue APN: 011-300-001
Agency Negotiators: Keith Helmuth, Les Jorgensen
Negotiating Parties: J. W. Myers, Inc. a California Corporation

Property: Parcel #4
644 E. Olive Avenue APN: 011-300-010
Agency Negotiators: Keith Helmuth, Les Jorgensen
Negotiating Parties: SJR LLC, a California Limited Liability Company

Property: Parcel #5
Vacant Lot APN: 011-300-011
Agency Negotiators: Keith Helmuth, Les Jorgensen
Negotiating Parties: John Gonzalez and Beatrice Gonzalez

Property: Parcel #6
1280 E. Olive Avenue APN: 011-330-002
Agency Negotiators: Keith Helmuth, Les Jorgensen
Negotiating Parties: Bernabe Castillo and Guillermina Ramirez

Property: Parcel #7
62 S. Knox Street APN: 011-330-003
Agency Negotiators: Keith Helmuth, Les Jorgensen
Negotiating Parties: Bernabe Castillo, Guillermina Ramirez and
Asuncion Ramirez

G-3 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8

Property: 1 Parcel
325 S D St. APN: 007-191-014
Agency Negotiators: Steve Frazier
Negotiating Parties: Fred and Diane Massetti
Under Negotiations: Price and Terms

G-4 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier & Wendy Silva

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

Unrepresented Direct Reports:
City Clerk, City Administrator, City Attorney, Executive Director of the Successor
Agency to the Former Madera Redevelopment Agency

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 10:40 p.m. with all members present. Absent: Council Member Rigby.

There was no reportable action for items G-3 and G-4.

ADJOURNMENT - The meeting was adjourned at 10:41 p.m. Next regular meeting June 20, 2018.

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.

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

City of Madera

Council Meeting Of June 20th, 2018
Agenda Item No. B-2

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 06/20/2018

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

May 30th, 2018 to June 11th, 2018

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	17888 - 18027	\$	1,557,103.23
Wire Transfer	Union Bank Payroll and Taxes	\$	612,365.13
Wire Transfer	SDI	\$	2,267.84
Wire Transfer	Cal Pers	\$	564,465.43

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
June 11th, 2018

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
17888	06/01/2018	ADMINISTRATIVE SOLUTIONS INC.	FSA ANNUAL FEE JANUARY 2018	275.00
17889	06/01/2018	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE JANUARY 2018	4,751.00
17890	06/01/2018	MILTON RAY POORE	GROUND SQUIRRERL CONTROL	2,400.00
17891	06/01/2018	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT APRIL 2018	1,120.72
17892	06/01/2018	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
17893	06/01/2018	ANDERSON STRIPING & CONSTRUCTION, INC.	Crack Seal	205,969.19
17894	06/01/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE PRESCRIPTION BILL 06/18 - SKEELS	169.80
17895	06/01/2018	AT&T	PD PRIVATE LINE SVS 05/19 - 06/18	376.51
17896	06/01/2018	AT&T	03/18 CALNET 3 SVS 9391026401	1,308.21
17897	06/01/2018	BSK ASSOCIATES	WATER SAMPLES	1,026.00
17898	06/01/2018	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY HALL FINANCE	601.93
17899	06/01/2018	CALIFORNIA CLIMATE CONTROL, INC.	Condensing Unit for Fire Station	8,342.93
17900	06/01/2018	COMCAST	CITY INTERNET CONNECTION 05/15- 06/14/18	1,372.25
17901	06/01/2018	COMCAST	05/22- 06/21 SVS 8155500320322006	86.13
17902	06/01/2018	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	113.50
17903	06/01/2018	CREATIVE COPY	MAX TRANSFER SLIPS	107.84
17904	06/01/2018	CROWN SERVICES CO.	PORTABLE RESTROOM RENTAL - RELAY FOR LIFE	1,233.25
17905	06/01/2018	EMMETT'S EXCAVATION, INC.	WATER MAIN INSTALLATIONS	148,365.45
17906	06/01/2018	FUTURE FORD OF CLOVIS	Bus #41 reman engine	3,993.91
17907	06/01/2018	KER'S GAS & LUBE, INC.	PD CAR WASHES	192.50
17908	06/01/2018	KRAZAN & ASSOCIATES, INC.	ON-CALL QUALITY ASSURANCE	1,722.00
17909	06/01/2018	LUMINATOR MASS TRANSIT, LLC	PROGRAMMING	351.82
17910	06/01/2018	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
17911	06/01/2018	MADERA TRIBUNE	2018 GENERAL PLAN AMENDMENTS	260.00
17912	06/01/2018	MOLINA, HUMBERTO	PER DIEM AWWA 2018 ANNUAL CONFERENCE & EXPO	288.00
17913	06/01/2018	O'DELL ENGINEERING, INC.	DESIGN SERVICES FOR ADA IMPROVEMENTS	10,988.00
17914	06/01/2018	LANDUCCI, LINDA	TURF REPLACEMENT REBATE - 942 WOLFTRAP CT	1,553.00
17915	06/01/2018	PETERS, JEAN	TURF REPLACEMENT REBATE - 724 DOVEWOOD WAY	3,000.00
17916	06/01/2018	VARGAS, SALVADOR	TURF REPLACEMENT REBATE - 930 N D ST	430.00
17917	06/01/2018	PACIFIC GAS & ELECTRIC	05/18 SVS 6690755760-8	43,559.60
17918	06/01/2018	REINARD W. BRANDLEY CONSULTING	Crack Seal Engineering	31,480.00
17919	06/01/2018	RON'S TOWING & ROAD SERVICE	TOW SVS	45.00
17920	06/01/2018	SERVICEMASTER BY J&C BROWN	MADERA POLICE DEPARTMENT CARPET CLEANING	300.00
17921	06/01/2018	SILVA AUTO GROUP	Bus #38 new cylinder heads	2,809.99
17922	06/01/2018	SUPERIOR VISION INC.	JUNE 2018 VISION INSURANCE	2,491.59
17923	06/01/2018	TESEI PETROLEUM, INC.	FUEL CHARGES 05/11/18- 05/20/18	26,302.72
17924	06/01/2018	TESEI PETROLEUM, INC.	FUEL	449.69
17925	06/01/2018	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE - JUNE	258.96
17926	06/01/2018	ALLEN CHARLES C JR	Utility Billing Credit Refund	197.27
17927	06/01/2018	ANDERSON, KIMBERLY	Utility Billing Credit Refund	47.97
17928	06/01/2018	ANGUIANO AMBER	Utility Billing Credit Refund	96.94
17929	06/01/2018	CASTRO ANNA	Utility Billing Credit Refund	66.34
17930	06/01/2018	CRAFTON ROGER	Utility Billing Credit Refund	32.91
17931	06/01/2018	DAVIS BRANDI OR CITY OF MADERA	Utility Billing Credit Refund	71.74
17932	06/01/2018	DENIZ JOHNNY	Utility Billing Deposit Refund	66.62
17933	06/01/2018	DUNN TREVOR	Utility Billing Credit Refund	97.93
17934	06/01/2018	GARZA JR LUCIO OR CITY OF MADERA CAMERINA MONTES V	Utility Billing Credit Refund	302.83
17935	06/01/2018	GLORY OF ZION MINISTRIES/JOYCE L LANE AND KENNETH	Utility Billing Deposit Refund	306.14
17936	06/01/2018	GUTIERREZ GABRIELA	Utility Billing Credit Refund	92.54
17937	06/01/2018	HALL ALEXANDER AND PAULA	Utility Billing Credit Refund	208.45
17938	06/01/2018	HARRIS KARI	Utility Billing Credit Refund	74.93
17939	06/01/2018	HUTCHISON GREGORY M AND LEONORA	Utility Billing Credit Refund	89.00
17940	06/01/2018	LAZARO GUSTAVO AND GONZALEZ JUAREZ ARELI	Utility Billing Credit Refund	141.93
17941	06/01/2018	LEE STEPHANIE	Utility Billing Credit Refund	91.42
17942	06/01/2018	MADERA PROFESSIONAL CENTER C/O DANA BUTCHER ASSOCI	Utility Billing Deposit Refund	65.97
17943	06/01/2018	MADERA PROFESSIONAL CENTER C/O DANA BUTCHER ASSOCI	Utility Billing Deposit Refund	91.90
17944	06/01/2018	MADERA PROFESSIONAL CENTER C/O DANA BUTCHER ASSOCI	Utility Billing Deposit Refund	107.73
17945	06/01/2018	MADERA PROFESSIONAL CENTER C/O DANA BUTCHER ASSOCI	Utility Billing Deposit Refund	107.73
17946	06/01/2018	MADERA PROFESSIONAL CENTER C/O DANA BUTCHER ASSOCI	Utility Billing Credit Refund	410.36
17947	06/01/2018	MARTIN BRENT	Utility Billing Credit Refund	293.76
17948	06/01/2018	MORENO ENRIQUE OR CITY OF MADERA	Utility Billing Credit Refund	152.53
17949	06/01/2018	NUNEZ FRANCISCO	Utility Billing Credit Refund	38.45
17950	06/01/2018	O'BRIEN SUZAN	Utility Billing Credit Refund	271.62
17951	06/01/2018	PAOLINELLI KIRK	Utility Billing Deposit Refund	29.70
17952	06/01/2018	PECH KOMPHEAK	Utility Billing Deposit Refund	121.23
17953	06/01/2018	RIDER LISA DON OR CITY OF MADERA	Utility Billing Credit Refund	150.00
17954	06/01/2018	ROSALES MORALES DAISY OR CITY OF MADERA	Utility Billing Credit Refund	150.50
17955	06/01/2018	SALCIDO KEVIN AND DEAN	Utility Billing Deposit Refund	19.07
17956	06/01/2018	SANDOVAL YOHANA	Utility Billing Credit Refund	82.04

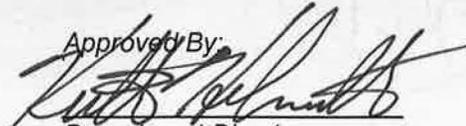
17957	06/01/2018	SANTANA JUAN	Utility Billing Credit Refund	582.45
17958	06/01/2018	SORIANO GAVARRETE NAVIDAD	Utility Billing Credit Refund	185.14
17959	06/01/2018	STUTSMAN SCOTT N	Utility Billing Credit Refund	299.92
17960	06/01/2018	WIENS JOHN	Utility Billing Credit Refund	129.80
17961	06/01/2018	WOODWARD MARY	Utility Billing Deposit Refund	14.50
17962	06/01/2018	UNION BANK OF CALIFORNIA	SVS FOR PERIOD FEBRUARY 1 TO APRIL 30, 2018	875.00
17963	06/01/2018	VERIZON WIRELESS	COUNCIL IPAD SVC APR 11 - MAY 10	6,658.26
17964	06/01/2018	VILLA GARDENING SERVICE INC	MAY GARDENING SVS	275.00
17965	06/01/2018	WEST COAST RUBBER RECYCLING	Tire hauling for T44 Amnesty	2,500.00
17966	06/01/2018	WESTAMERICA BANK	LEASE PMT YOUTH CENTER 526-01049	194,256.86
17967	06/01/2018	WILLDAN FINANCIAL SERVICES	ANNUAL DISCLOSURE 2006 CFD	1,750.00
17968	06/06/2018	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR MAY 2018	150.00
17969	06/06/2018	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE ACCT 06/01/18 PAYROLL	867.52
17970	06/06/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 06/01/18 PAYROLL	1,912.57
17971	06/06/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 06/01/18 PAYROLL	994.79
17972	06/06/2018	M A C E A	MAY 2018 MONTHLY DUES	2,030.00
17973	06/06/2018	M P O A	MAY 2018 MONTHLY DUES	7,560.48
17974	06/06/2018	M.C.E.A.	MAY 2018 MONTHLY DUES	370.00
17975	06/06/2018	MID-MGMT EMPLOYEE GROUP	MAY 2018 MONTHLY DUES	680.00
17976	06/06/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 06/01/18 PAYROLL	1,847.68
17977	06/06/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 06/01/18 PAYROLL	8,866.74
17978	06/06/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 06/01/18 PAYROLL	674.79
17979	06/06/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 06/01/18 PAYROLL	23,631.57
17980	06/08/2018	A & E INDUSTRIAL CLEANING EQUIPMENT	Trailer Mounted Pressure Washer	30,118.27
17981	06/08/2018	AMERICAN BUSINESS MACHINES	COPIER SERVICE 06/18 - ENGINEERING DEPT	90.00
17982	06/08/2018	AMERICAN BUSINESS MACHINES	TONER CARTRIDGE	202.61
17983	06/08/2018	APIDEL TECHNOLOGIES LLC	TEMP STAFF BACKGROUND CHECK	48.00
17984	06/08/2018	AT&T	05/18 SVS 831-000-6408 576	5,757.08
17985	06/08/2018	AT&T	05/18 CALNET 3 SVS 9391026409	1,856.87
17986	06/08/2018	BSK ASSOCIATES	WATER SAMPLES	312.00
17987	06/08/2018	BSN SPORTS	YOUTH SPORTS BASKETBALLS	216.41
17988	06/08/2018	CHICAGO TITLE COMPANY	PAYMENT FOR 14-CALHOME-9834 ESCROW: 420 N D ST	930.75
17989	06/08/2018	CITY OF KERMAN	REIMBURSEMENT FOR TRAINING EQUIPMENT	1,780.00
17990	06/08/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9901022	198.00
17991	06/08/2018	CITY OF MADERA	SMART IRRIGATION CONTROLLER - APPLY TO ACCT 9921180	200.00
17992	06/08/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 4230006	594.00
17993	06/08/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9893657	600.00
17994	06/08/2018	COMMUNITY ACTION PRTRNSHP OF MADERA CO	REIMB FOR 17/18 3RD QTR EXPENSES-CONTINUUM OF CARE	7,406.00
17995	06/08/2018	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	113.50
17996	06/08/2018	CREATIVE COPY	JUL-OCT 2018 MAX PASSES	89.31
17997	06/08/2018	CASHIER, DPR	RE-EXAMINATION QAC RIGHT OF WAY TEST- R.VALENZUELA	50.00
17998	06/08/2018	DIAMOND COMMUNICATIONS	TELEPHONE ANSWERING SERVICE - JUNE	115.00
17999	06/08/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 05/16/18-05/31/18	9,862.50
18000	06/08/2018	FIRST TRANSIT INC.	MARCH 2018 MAX COLLEGE REV. HRS.	11,752.55
18001	06/08/2018	FRESNO COUNTY OFFICE OF EDUCATION- SCOUT ISLAND	SCOUT ISLAND FIELD TRIPS JUNE 20-21, 2018	1,475.00
18002	06/08/2018	GOLDEN STATE FLOW MEASUREMENT INC.	BATTERY FOR PROGRAMMER	149.76
18003	06/08/2018	KELLOM, JOEL	REIMBURSEMENT FOR DAMAGED SHIRT	59.38
18004	06/08/2018	LINCOLN FINANCIAL	LIFE AND LTD JUNE 2018	7,699.85
18005	06/08/2018	LSA ASSOCIATES, INC	VILLAGE D-EIR	4,740.00
18006	06/08/2018	MADERA COUNTY TREASURER	APRIL 2018 PARKING PENALTIES	225.00
18007	06/08/2018	MADERA TRIBUNE	LEGAL ASSISTANT ADVERTISEMENT	193.80
18008	06/08/2018	MADERA TRIBUNE	AD FOR RFP #201718-10	45.00
18009	06/08/2018	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL CHARGES FOR MAY 2018	68.12
18010	06/08/2018	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL CHARGES FOR MAY 2018 - TRANSIT	3,289.21
18011	06/08/2018	MERCHEN, DAVID J.	PER DIEM ICSC RECON 2018 EXPENSE REIMBURSEMENT	213.59
18012	06/08/2018	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE APRIL 2018	329,393.07
18013	06/08/2018	MUNISERVICES, LLC	STARS - Q4 - 2017	1,400.31
18014	06/08/2018	FLORES, CHRIS	TURF REPLACEMENT REBATE - 1214 CRYSTAL WAY	872.00
18015	06/08/2018	ARENAS, ANGEL FLORES	REFUND CITATION #33693	134.00
18016	06/08/2018	PACIFIC GAS & ELECTRIC	04/18 SVS 3533032414-2	132,185.02
18017	06/08/2018	ARREAZOLA, JESSICA	PARK DEPOSIT REFUND	50.00
18018	06/08/2018	PHOENIX GROUP INFO SYS	CITATIONS APRIL 2018	254.60
18019	06/08/2018	PIERCE CONSTRUCTION	Remove and replace damaged asphalt	9,559.86
18020	06/08/2018	POLYDYNE INC.	WATER AND WASTEWATER TREATING	4,481.55
18021	06/08/2018	PRINCIPAL LIFE INSURANCE COMPANY	JUNE 2018 DENTAL INSURANCE	17,110.90
18022	06/08/2018	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL CHUMLEY JUNE 2018	148.50
18023	06/08/2018	RRM DESIGN GROUP, A CALIFORNIA CORPORATION	PROFESSIONAL ENGINEERING DESIGN	47,032.56
18024	06/08/2018	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICE JUNE 2018	13,201.31
18025	06/08/2018	TESEI PETROLEUM, INC.	FUEL	464.06
18026	06/08/2018	LOPEZ, PAT L	Utility Billing Credit Refund	136.63
18027	06/08/2018	US BANK CORPORATE PAYMENT SYSTEMS	04/18 CAL-CARD CHARGES	140,627.89

Bank # 1 - Union Bank General Account Total 1,557,103.23

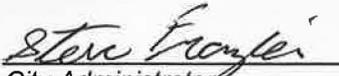


REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of June 20, 2018
Agenda Item Number B-3


City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR CHIP SEAL APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-75, IN THE AMOUNT OF \$396,906.25 TO TALLEY OIL, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 8%, CONSTRUCTION INSPECTIONS AND CONSTRUCTION MANAGEMENT AS APPROVED BY THE CITY ENGINEER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

RECOMMENDATION:

1. That the City Council approves Resolution No. 18-____
 - a. Approving the Award of Contract for Chip Seal Application on Various City Streets, City Project No. R-75 , in the Amount of \$ 396,906.25 to Talley Oil, Inc.
 - b. Authorizing Construction Contingencies of up to 8%, Construction Inspections and Construction Management as approved by the City Engineer.
 - c. Authorizing the Mayor to execute the contract on behalf of the City.

SUMMARY:

The City received bids for the Chip Seal Application on Various City Streets, City Project No. R-75. Talley Oil, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. It is recommended that the City Council award the project to Talley Oil, Inc.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

SITUATION:

The proposed project will provide Chip Seal surfacing for various City of Madera streets. The work in general consists of furnishing all labor, materials, and equipment necessary to perform all operations for the installation of Chip Seal on various City streets and all other work as shown on the plans and required by the specifications.

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield. The plans and specifications were also posted on EBidBoard.com, a projects online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoards own website.

On May 17, 2018, the City received six (6) bids. All bids were checked for accuracy with the bidding requirements of the specifications and for validity of licenses and bid security. The first two bids were determined to be non-responsive due to mandatory bid submittal requirements.

The qualified bidders and bids received are listed below:

Valley Slurry Seal International, Inc.	\$ 335,000.00*
Telfer Pavement Technologies Inc.	\$ 357,751.25*
Talley Oil, Inc.	\$ 396,906.25
Graham Contractors, Inc.	\$ 458,448.25
Intermountain Slurry Seal, Inc.	\$ 505,860.00
Northwest Paving, Inc.	\$ 694,240.00
Engineers Opinion of Cost	\$ 344,450.00

Talley Oil, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. It is recommended that the City Council award the project to Talley Oil, Inc.

* Denotes a non-responsive bid due to required form(s) not being submitted with bid. These bids are rejected.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126.0 – This surface seal project will provide safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

FINANCIAL IMPACT:

Funding for the project is programmed in FY2017/18 including RMA Funding in Account 10203010 in the amount of \$ 224,667 and Measure T Account No. 41530000 in the amount of \$ 230,203.

Construction of the project will not have a financial impact on the City's General Fund.

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR CHIP SEAL APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-75 IN THE AMOUNT OF \$ 396,906.25 TO TALLEY OIL, INC. AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 8%, CONSTRUCTION INSPECTIONS AND CONSTRUCTION MANAGEMENT AS APPROVED BY THE CITY ENGINEER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, The Engineering Department advertised a solicitation for bids for Chip Seal Application on Various City Streets, City Project No. R-75, hereinafter referred to as "the Project"; and

WHEREAS, Sealed bids were received on May 17, 2018, and opened by the City Engineer; and

WHEREAS, Funding for Chip Seal Application on Various City Streets, City Project No. R-75- is programmed in the Capital Improvement Projects Budget for FY 2017/18, and

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 has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.
3. The City finds that Talley Oil, Inc., is the lowest responsible and responsive bidder.
4. The contract for Chip Seal Application on Various City Streets, City Project No. R-75 in the amount of \$ 396,906.25 with Talley Oil, Inc., a copy of which is on file in the Office of the City Clerk and referred to for particulars, is approved.
5. Construction Contingencies of up to 8% and Construction Inspection and Construction Management as approved by the City Engineer are hereby authorized.
6. The Mayor is hereby authorized to execute the contract on behalf of the City.
7. This Resolution is effective immediately upon adoption.

AGREEMENT

THIS AGREEMENT, made this 20th day of June, 2018, between the City of Madera, hereinafter called "**OWNER**", and Talley Oil, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**Chip Seal Application on Various City Streets, City Project No. R-75**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$396,906.25, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) General Conditions
 - (J) Special Conditions
 - (K) City of Madera Standard Specifications and Drawings
 - (L) State Standard Plans and Specifications ISSUE MAY 2015
 - (M) **PLANS and SPECIFICATIONS** prepared or issued by CITY OF MADERA, entitled "**Chip Seal Application on Various City Streets, City Project No. R-75**" dated **April 2018**, including Explanation of Bid Items, Technical Specifications, and Appendices.
Addenda Nos. 1 , dated 05/01/18
Addenda Nos. 2 , dated 05/10/18
Addenda Nos. , dated
6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records 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 him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been

actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", pages 39-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or Talley Oil, Inc. may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Talley Oil, Inc. shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by Talley Oil, Inc.;
2. A failure by Talley Oil, Inc. to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by Talley Oil, Inc. to City.

In no event shall any payment by City or acceptance by Talley Oil, Inc. constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Talley Oil, Inc. the repayment to City of any funds disbursed to Talley Oil, Inc. under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:
City of Madera
205 W. 4th Street
Madera, Ca 93637

To the Contractor Talley Oil, Inc.
12483 Road 29
Madera, CA 93638

Notices. All notices and communications from the Talley Oil, Inc. shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of Talley Oil, Inc. hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that Talley Oil, Inc. is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to

employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Talley Oil, Inc. in connection to the Project and correctly sets forth the obligations of the City and Talley Oil, Inc. to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment-Neither Talley Oil, Inc. nor City will assign its interest in this Agreement without the written consent of the other.

30. During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

31. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

Brent Richardson, City Attorney

ATTEST:

Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2018 before me, _____
(insert name and title of officer)

personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

Contractor 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 forms CG 20 10 and CG 20 37 to provide 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 Contractor 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. Contractor 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.

Maintenance of Coverage

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor 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

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

Additional Insurance

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



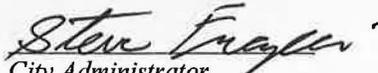
REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of June 20, 2018

Agenda Item Number B-4


City Administrator

SUBJECT: MINUTE ORDER – CONSIDERATION OF LETTER OF SUPPORT TO THE MADERA COUNTY TRANSPORTATION COMMISSION IN FAVOR OF A GRANT APPLICATION FOR FUNDING OF THE STATE ROUTE 99 WIDENING FROM 4 TO 6 LANES BETWEEN AVENUE 12 AND AVENUE 17 UNDER THE BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) PROGRAM

RECOMMENDATION:

City Council approve Minute Order approving:

1. The Letter of Support for funding for the State Route 99 Widening from Avenue 12 to Avenue 17 under the Better Utilizing Investments to Leverage Development (BUILD) Program Grant.
2. Authorizing the Mayor to sign on behalf of the City of Madera

SUMMARY:

The City received a request for a letter of support from the Madera County Transportation Commission (MCTC) for a federal grant application for funding the State Route 99 Widening from Avenue 12 to Avenue 17 under the Better Utilizing Investments to Leverage Development (BUILD) Program. Secure funding for widening this segment of SR99 has been delayed for many years due to shortfalls in State Transportation Improvement Program revenues.

City Council has previously approved of at least one other support letter for this particular project. Previous grant application have not been successful. Therefore, this represent a new letter of support for a new funding source.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

SITUATION:

The Madera County Transportation Commission (MCTC) is proposing to submit a grant application for funding under the Better Utilizing Investments to Leverage Development (BUILD) Program. The grant application request is for funding the construction phase of the State Route 99 widening from 4 lanes to 6 lanes from Avenue 12 to Avenue 17, a seven mile stretch, along the City of Madera.

BACKGROUND:

The U.S. Department of Transportation as a result of the Consolidated Appropriations Act of 2018 made available \$1.5 billion in discretionary grant funding through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program.

BUILD Transportation grants replace the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program. The FY 2018 Transportation grants are for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact.

SR99 widening in Madera is on the National Freight Highway System is a significant project that fits the criteria outlined in the grant program. Without a doubt the most significant project in our region is the expansion of SR99. SR99 is not only a major thoroughfare for commuters through our county, it is also the backbone of the Central Valley's agriculture economy.

FINANCIAL IMPACT:

Approval of this item will not have an impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 121 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera



June 20, 2018

Patricia Taylor
Executive Director
Madera County Transportation Commission
2001 Howard Road, Suite 201
Madera, CA 93637

Subject: Support Madera Region SR 99 Widening Project

Dear Ms. Taylor:

On behalf of the City of Madera, I am writing to express support for the Madera County Transportation Commission's regionally significant project currently under consideration for the Better Utilizing Investments to Leverage Development (BUILD) program funding.

The City fully supports the Madera County Transportation Commission (MCTC) BUILD grant application for the California State Route 99 – Avenue 12 to Avenue 17 in Madera County – widen from 4-6 lanes project. Federal funding for this project will assist in enhancing a vital freight corridor through California. MCTC has also contributed \$2.6 million in local transportation measure funds.

SR 99 serves as the backbone of the Central Valley's agriculture economy. Identified in the California Freight Plan, this shovel-ready project would strengthen a major goods movement section of SR 99 through the City of Madera and reduce the time it takes for perishable commodities to go from farm to markets throughout the United States and around the world. Renewed investment in this critical route will improve safety, reduce congestion, and better facilitate the flow of goods and services in the San Joaquin Valley. Furthermore, funding this shovel-ready project will stimulate job creation in an area faced with consistently high unemployment.

Thank you in advance for your consideration of this project application for BUILD program funding. We appreciate the opportunity to support the Madera County Transportation Commission in their efforts to complete this project.

Sincerely,

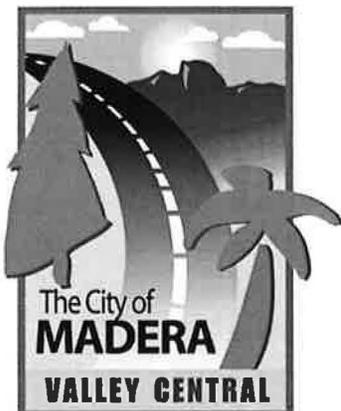
Andrew J. Medellin
Mayor
City of Madera

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

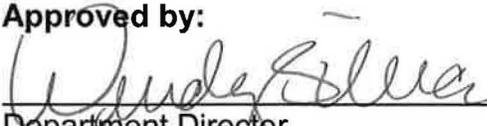
REPORT TO CITY COUNCIL



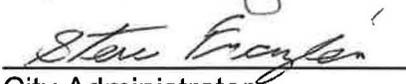
Council Meeting of June 20, 2018

Agenda Item Number B-5

Approved by:



Department Director



City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Paul Huizar.

RECOMMENDATION

It is recommended Council reject the claim filed by Harmandeep Kaur, on behalf of his client Paul Huizar. The City will send a rejection notice to Mr. Harmandeep.

HISTORY

A claim was filed on May 16, 2018 by Mr. Huizar. The claim was filed timely but was deemed insufficient as to what the actual problem was and a Notice of Insufficiency was sent to the claimant's attorney. On May 30, 2018, the City was served with an amended claim and the claim was deemed sufficient.

SITUATION

The claimant alleges on November 22, 2017, he was involved in a motor vehicle accident on State Route 145, approximately 250 feet south of West 6th Street in Madera. The claimant alleges he was traveling eastbound on South Gateway Drive when he was struck by another vehicle. The claimant alleges he suffered injuries, including but not limited to, loss of consciousness, resulting in a coma for several weeks, fractured ribs, internal bleeding, intestine and spleen removal, requiring the use of a colonoscopy bag to allow waste, and injuries to his shoulders and lower back. The claimant alleges to have suffered property damage and wage loss as well.

The claimant's attorney alleges numerous dangerous conditions at the loss location, including but not limited to, lane width, roadway striping delineation, signs, foliage, warnings, etc. The attorney alleges that the City of Madera negligently and carelessly planned, constructed, owned, operated, controlled maintained, inspected, regulated, repaired, warned, and equipped State Route 145, near its intersection with West 6th Street, including the street entrance/exit located at or near 214 South Gateway Drive, Madera.

Suzanne Johnson, AIMS investigated the claim. In conversation with Keith Helmuth, City Engineer it was determined the subject location is owned by the State (Caltrans). Ms. Johnson was provided copies of the maintenance agreement between the City and Caltrans. Based on the agreement the City is responsible for the street sweeping and repairs or replacement of bicycle paths along State Route 145 from Mace Street to Gateway Drive and Gateway Drive to Avenue 13. Also, pursuant to the Streets and Highways Code, the property owner (the State) was responsible for the curbs, gutters and sidewalks. It appears as if the claimant was pulling out of a driveway from a restaurant making a left turn onto State Route 145 heading towards 6th Street when he was broadsided by another vehicle. She noted no dangerous conditions of the loss vicinity.

Based on Ms. Johnson's investigation she is recommending the City reject the claim as filed. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

RECEIVED
OFFICE OF THE CITY CLERK

CLAIM FORM

MAY 16 2018

(Please Type Or Print)

BY JK

CLAIM AGAINST City of Madera

Claimant's name: Paul Huizar (Name of Entity) Telephone Number ()

SS#: DOB: Gender: Male Female

Claimant's address:

Address where notices about claim are to be sent, if different from above: Berg Injury Lawyers / Harmandeep Kaur, Esq.

Date of incident/accident: 11/22/2017

Date injuries, damages, or losses were discovered: 11/22/2017

Location of incident/accident: See Page 2

What did entity or employee do to cause this loss, damage, or injury? See Page 2

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

The City of Madera and all of its departments, employees, agents, servants, and independent contractors.

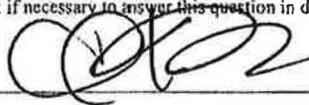
What specific injuries, damages, or losses did claimant receive? See Page 3

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] In Excess of \$25,000.00; Unlimited Jurisdiction

How was this amount calculated (please itemize)? Economic and Non-economic damages.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 05/14/2018 Signature: 

If signed by representative:

Representative's Name Harmandeep Kaur Address

Telephone #

Relationship to Claimant Attorney

Location of incident/accident:

11/22/2017, at approximately 6:24 PM, on State Route 145, approximately 250 feet south of West 6th Street, in the City of Madera, County of Madera, State of California.

What did the entity or employee do to cause this loss, damage, or injury?

11/22/2017, at approximately 6:24 PM, on State Route 145, approximately 250 feet south of West 6th Street, in the City of Madera, County of Madera, State of California. Claimant, Paul Huizar, was operating a vehicle entering eastbound onto South Gateway Drive, in the City of Madera, when said vehicle was struck by a motor vehicle operated by Jose Guadalupe Rodriguez. (See Madera Police Traffic Collision Report 17M-09682 attached hereto)

On or about November 22, 2017, and for some time prior thereto, the City of Madera, by and through its departments, and/or agents, servants, employees, and independent contractors, (hereinafter referenced to collectively as "Defendants") negligently and carelessly planned, constructed, owned, operated, controlled, maintained, inspected, regulated, repaired, warned, and equipped State Route 145, near its intersection with West 6th Street, including the street entrance/exit located at or near 214 South Gateway Drive, Madera, CA, and the structures, shoulders, curb, areas next to the shoulder, landscape and foliage, signs, warnings, striping, delineation, cross-sections, speed limits, alignment and other things, upon adjacent and appurtenant thereto, and the approaches to the accident location such that the same were caused and allowed to be, and were, in a dangerous and/or defective condition, constituting, in certain respects, a concealed trap for motorists thereon, in that, among other things: the traffic control devices, structures, alignment, grade, the shoulder, shoulder width, shoulder consistency, curb, roadway striping marking, delineation, roadway edge, shoulder edge and lane width were in a dangerous and/or defective condition, further said public entity failed to provide an adequate and safe clear zone, failed to provide an adequate and safe recovery area, failed to remove foliage, and structures located in clear zone next to roadway, failed to provide speed reduction and speed advisory signs, failed to provide adequate, safe useable shoulders, failed to keep shoulders clear of visual obstructions, failed to provide travel path free of obstructions, causing a traffic hazard, failed to provide adequate warnings and failed to provide safe, adequate protection for vehicles entering the roadway, and failed to prevent vehicles from colliding with objects, structures, and/or obstacles next to the roadway. Other conditions as yet unknown may have contributed to the dangerous and defective character of said public property, and to its concealed traps, and Claimant will pray leave to assert same as they become known. By reason of the foregoing, said public property was in a dangerous and defective condition, constituting, in various respects, a concealed trap for motorists using same, and creating a substantial risk of harm to persons using same, and the property adjacent thereto, with due care in a manner in which it was reasonably foreseeable said public property would be used. Also, said Defendants were further negligent and careless in that, by and through their agents, servants, employees, and independent contractors, they knew, or in the exercise of ordinary care should have known, of the dangerous condition of said public property, of the concealed traps thereby created for those using same, and of the risk of injury created thereby, and nevertheless failed to remedy said condition, although having a

Page 3

Claim of Paul Huizar

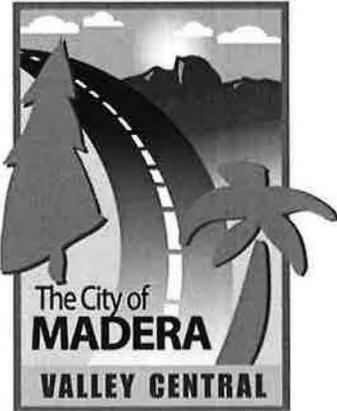
reasonable opportunity to do so.

Defendants' said actions/inactions were the actual and proximate cause of Claimant Paul Huizar's injuries. As a direct and proximate result of said actions/inactions of Defendants, Claimant, Paul Huizar, sustained physical injuries and damages as herein alleged.

What specific injuries, damages, or losses did claimant receive?

Claimant suffered injuries, including but not limited to, loss of consciousness resulting in a coma for several weeks, fractured ribs, internal bleeding, intestine and spleen removal, requiring the use of a colostomy bag to allow waste to leave his body, multiple contusions and abrasions throughout his body, and pain to his shoulders, lower back and body, and injury to his person and spirit in general. Claimant also suffered property damage and wage loss.

REPORT TO CITY COUNCIL



Council Meeting of June 20, 2018

Agenda Item Number B-6

Approved by:

Wandy Silva
Department Director

Steve Fragles
City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Adrienne Rice

RECOMMENDATION

It is recommended Council reject the claim filed by Adrienne Rice. The City will send a rejection notice to Ms. Rice.

HISTORY

A claim was filed on May 8, 2018 by Ms. Rice. The claimant is alleging that a diesel truck on Avenue 12 threw a rock while driving and damaged their windshield. Ms. Rice provided two estimates from Joey's Glass and Tint and Madera Glass & Body Shop. She is seeking \$240.00 in damages from the City for replacement of her windshield.

SITUATION

The claimant alleges that on May 3, 2018 she was traveling on Avenue 12 and Road 29 when a rock struck her vehicle's windshield. The incident occurred while following a diesel truck. Ms. Rice did not notice if it was a City owned truck, nor did she contact the City or County about rocks on the roadways prior to the subject incident. Ms. Rice stated that the rock got "kicked up" by the diesel truck she was following.

The City confirmed that the alleged incident occurred outside the City limits. Therefore, the City of Madera would have no liability exposure for the claimant's damages.

As such, Suzanne Johnson, AIMS, has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the Vision or Action Plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

Madera City Clerk

CLAIM FORM

RECEIVED

By: Mulvaney
Date: 5/8/18

(Please Type Or Print)

CLAIM AGAINST City of Madera
(Name of Entity)

Claimant's name: Adrienne Rice Telephone Number [REDACTED]

SS#: [REDACTED] DOB: [REDACTED] Gender: Male _____ Female X

Claimant's address: [REDACTED]

Address where notices about claim are to be sent, if different from above: "Same"

Date of incident/accident: 05/3/18

Date injuries, damages, or losses were discovered: 05/3/18

Location of incident/accident: ave 12 and road 29

What did entity or employee do to cause this loss, damage, or injury? TRUCK driving threw

a rock up from the road and hit the windshield
causing it to break.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Diesel truck

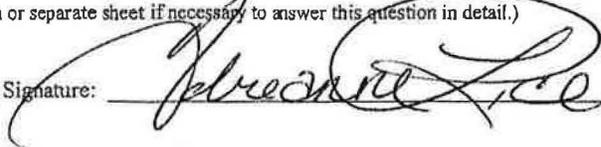
driving in front of me.

What specific injuries, damages, or losses did claimant receive? Broken windshield

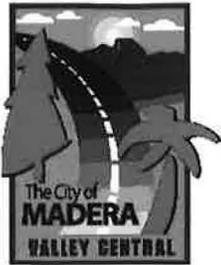
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]. \$24000

How was this amount calculated (please itemize)? Got to different quotes of
replacing windshield from two places.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 05/8/18 Signature: 

If signed by representative:
Representative's Name _____ Address _____
Telephone # _____
Relationship to Claimant _____



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 20, 2018

AGENDA ITEM NUMBER B-7

APPROVED BY



GRANT ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING GRANT AWARDS FROM THE FEDERAL TRANSPORTATION ADMINISTRATION FOR CITY OF MADERA TRANSIT DIVISIONS' OPERATING AND CAPITAL ASSISTANCE, EXPANSION OF FIXED ROUTE SERVICES, AND AMENDING THE FY 2017/18 BUDGET

RECOMMENDATION:

Staff recommends Council adopt the attached resolution approving the grant award under the Federal Transportation Administration (FTA) 5307 Program and amend the City FY 2017/18 Budget as related to this grant award.

DISCUSSION:

The City of Madera is identified by Caltrans as the Direct Recipient for Federal Transportation Administration (FTA) 5307 program funds to support transit operations and capital expenditures in the small urbanized area. The Grants Department has applied to FTA in prior years and been awarded monies to offset transit operating and capital costs. The current grant will not provide operating assistance through the end of the current fiscal year. In addition, as part of meeting identified 2017 unmet transit needs, the City instituted a new Route 3 expansion, which provides fixed route service directly to Madera Community College Center (MCCC). To this end, staff have been working on two FTA grant applications: the first to support the Operating and Capital expenditure needs of the transit system in the amount of \$2,762,649, and the second to support expansion of services to MCCC in the amount of \$379,608.

Each application was submitted with pre-award authority which allowed for spending by the City prior to the Award being made by FTA. Operational expenditures against the Operating and Capital grant were made beginning March 2018 that leverage approved Transportation Development Act (TDA) funds (local monies through Madera County Transportation Commission (MCTC)). Funds have also been expended in support of the Route 3 expansion to MCCC which began in January 2018. The City received Award

notices from FTA for both applications on June 5, 2018 (Attachment A and B). Once the awards are accepted, the Finance Department can recognize the revenue in the budget and allocate \$190,000 of the funds for transit service expenditures which occurred during FY 2017/18. Funds not expended in FY 2017/18 will be budgeted in FY 2018/19.

FINANCIAL IMPACT:

There is no fiscal impact to the General Fund. Acceptance of the FTA awards will provide \$3,142,257 over two years in funding to support fixed-route, Dial-A-Ride, Intermodal operations and capital assistance. The grants require match funding (50% for operating and 20% for capital expenses which includes preventive maintenance of the buses) totaling \$2,384,041. Transportation Development Act funds through MCTC will be secured as the match as well as fare revenue and any other allowable use of local match funds not part of the General Fund.

VISION MADERA 2025 CONSISTENCY:

Acceptance of the FTA awards is consistent with Multi-modal Transportation: **Strategy 121** – Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING GRANT AWARDS FROM THE FEDERAL TRANSPORTATION ADMINISTRATION FOR CITY OF MADERA TRANSIT DIVISIONS' OPERATING AND CAPITAL ASSISTANCE, EXPANSION OF FIXED ROUTE SERVICES, AND AMENDING THE FY 2017/18 BUDGET

WHEREAS, the City of Madera provides fixed-route and demand-response transportation services (transit system) with over 130,000 rides per year; and

WHEREAS, the City's transit system has been and continues to be supported by grant entitlements from the Federal Transportation Administration (FTA) 5307 Program; and

WHEREAS, the Grants Department has submitted two applications requesting a combined amount of \$3,142,257 in FTA 5307 program funds and will secure \$2,384,041 of local matching funds for a total of \$5,526,298 over FY 2017/18 and FY 2018/19; and

WHEREAS, FTA on June 5, 2018 awarded the funds to City of Madera for operations and capital assistance projects.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby find, resolve, and order:

1. The above recitals are true and correct.
2. Grants Department staff is directed to accept the FTA grant awards in the total amount of \$3,142,257.
3. The City Administrator, or his/her designee, is hereby authorized to execute all documents required for the acceptance and implementation of grant award.
4. The budget adjustments as shown in Exhibit AA are hereby approved and the Finance Director is authorized to take any steps necessary to effectuate the budget adjustments.
5. This resolution shall be effective immediately upon adoption.

EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

FY 2018 Federal Transit Administration Operating Assistance

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>Transportation</u>					
MAX	21295300	4423	Federal Grant 5307		110,000.00
				<u>-</u>	<u>110,000.00</u>
DAR	21285290	4423	Federal Grant 5307		80,000.00
				<u>-</u>	<u>80,000.00</u>
			Total Revenues for Adjustment	<u>-</u>	<u>190,000.00</u>

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-24, October 1, 2017)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Madera, City Of

Recipient ID: 6264

DUNS No: 078772142

Award Information

Federal Award Identification Number: CA-2018-054-00

Award Name: Operating and Capital Assistance

Award Executive Summary: This application includes a total of \$2,774,149 in Section 5307 funds for the period from July 1, 2017 through June 30, 2020 which includes:
\$1,285,837 of FFY14 carryover leaving a \$0 balance;
\$1,488,312 of FFY15 apportionment leaving a balance of \$85,303.

Total project funds of \$5,066,298 (including local match) will be used for:

OPERATING ASSISTANCE - \$4,301,298 funded 50% by FTA 5307 funds (\$2,150,649), and 50% funded by local funds (\$2,150,649). Funds will be used to support the maintenance, operations, and administrative functions of:

- A. Dial-A-Ride (DAR)
- B. Madera Area Express (MAX) fixed route system
- C. Intermodal Transit Facility

PREVENTIVE MAINTENANCE - \$345,000 funded 80% by FTA 5307 funds (\$276,000) and 20% funded by local funds (\$69,000)

A. Preventive maintenance for the MAX and DAR in accordance with the City's Fleet Maintenance Policy (Attachment E) which is inline with FTA Circular 9030.1E, Appendix E.

B. Topics/Procedures covered by the Policy include:

- Goals & Objectives
- Service Performance Standards
- Equipment & Vehicle Maintenance Program (Plan, Scheduled, HVAC, Lift & Tie Down, Unscheduled, Radio & Camera, Parts/Fluids/Tires, Garage Equipment)
- Major Repairs and Warranty Work
- Maintenance Record Keeping & Scheduling
- Vehicle Cleaning & Servicing

C. Vehicles to be serviced include:

Count Type

- 7 Ford E-450 – Starcraft Cutaway Bus – CNG
- 1 Chevy 550 Aero-Elite Cutaway Bus – CNG
- 4 Ford E-450 – Starcraft Cutaway Bus – GAS
- 4 Ford E-450 – Elkhart Cutaway Bus – CNG
- 1 Ford E-450 – Elkhart Cutaway Bus – GAS

17 TOTAL Revenue Vehicles

2 MAX BUSES (Replacement) - \$420,000, funded 80% by FTA 5307 funds (\$336,000), and 20% funded by local funds (\$84,000) local funds total include \$22,876 plus interest earned from the sale of three revenue vehicles (VIN Nos. 1FDXE45S17DB36878, 1FD4E45S18DA54931, and 1FD4E45S38DB54932); Vehicles to be replaced B32 (VIN#1GBG5V1G99F404258; mileage 150,888) & B33 (VIN#1GBG5V1G49F405060; mileage 237,026).

About the transit service provided by the City of Madera:

The City contracts with First Transit, Inc. to provide MAX and DAR services. First Transit Employees are part of AFL/CIO Local 39 Stationary Engineers Union. The City owns and maintains the transit vehicles used for City of Madera transit operations.

The City of Madera's Intermodal Facility houses the City's Transit operations center and serves as a transit hub, dispatching center and bus parking facility. In addition space is leased to Greyhound and Madera Cab Company.

Start Date is: The Award Start Date is the same as the date of award.

End Date is: 6/30/2020

This project is also funded with Community College District funds and local sales tax funds.

Award Budget

Total Award Budget: \$5,066,298.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$2,762,649.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$2,303,649.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,762,649.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$2,303,649.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$2,762,649
Local			\$2,303,649
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$5,066,298

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Edward Carranza
Supervisory Senior Operations Manager
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: edward.carranza@dot.gov
Award Date: 6/5/2018

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Madera, City Of

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-24, October 1, 2017)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Madera, City Of

Recipient ID: 6264

DUNS No: 078772142

Award Information

Federal Award Identification Number: CA-2018-019-00

Award Name: Fixed Route Expansion of Services, Transportation Outreach and Two New Buses

Award Start Date: 6/5/2018

Award End Date: 10/30/2020

Award Executive Summary: The combined awards and local match totaling \$460,000 over three fiscal years will allow City of Madera fixed-route service to create a new express route to Madera Community College. These funds are for Operations (1 year), Transportation Outreach (3 years) and to purchase new buses. In support of this project, two additional buses will be used on the already operating two Routes.

- Operating total of \$70,000 funded by FHWA (\$60,900) and Local (\$9,100) by Madera Community College Center

- Capital for procurement of two buses total of \$330,000 funded by FHWA (\$265,590) and Local (\$64,410) by CA Transportation Development Act (TDA) through Madera County Transportation Commission.

- Transportation Outreach costs to support outreach operating total of \$60,000 funded by FHWA (\$53,118) and Local (\$6,882) by CA Transportation Development Act (TDA)

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$460,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$379,608.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$80,392.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$379,608.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$80,392.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$379,608
Local			\$80,392
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$460,000

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concur - Certified
Original Certification Date: 2/13/2018

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings

required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Edward Carranza
Supervisory Senior Operations Manager
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: edward.carranza@dot.gov
Award Date: 6/5/2018

EXECUTION OF THE GRANT AGREEMENT

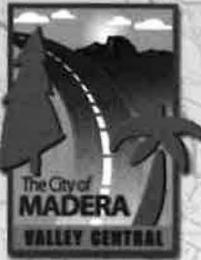
Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

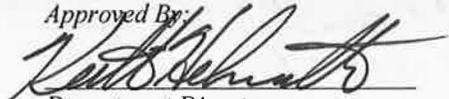
Madera, City Of



[Return to Agenda](#)

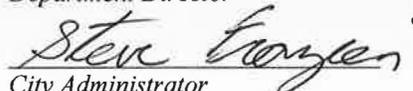
REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of June 20, 2018

Agenda Item Number B-8


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH PROPERTY OWNER AND ACCEPTANCE OF THE GRANT DEED FOR THE POLICE DEPARTMENT PROJECT

RECOMMENDATION:

That the City Council approves Resolution No. 18 - _____:

1. Approving the Agreement for Purchase and Sale of Real Property.
2. Authorizing the Mayor to execute the Agreement.
3. Accepting the Grant Deed.
4. Authorizing the City Clerk to prepare the Certificates of Acceptance of the Grant Deed.
5. Authorizing the City Engineer to initiate Escrow for Acquisition Services and recording Grant Deed with the County Clerk/Recorder.

SUMMARY:

The Agreement is for the acquisition of APN: 007-191-017. The parcel consists of 15,105 square feet of land located adjacent to the Madera City Police Department. This vacant parcel was on the market for sale and is needed the future expansion the Department's facility. Measure "K" Funds are available for the acquisition and funds are included in the City's FY 2017/18 Budget.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

DISCUSSION:

The formal offer and acquisition information, purchase and sale agreement and grant deed with a description of the land to be acquired was delivered to the property owner's real estate agent on April 17, 2018. The owner accepted the City's offer of \$75,000. This parcel is needed for the future expansion of the Police Department facility and will be used in the interim as a parking lot.

The Fair Market Value of the land established in July 2017 was \$72,000. The value was established by an appraisal prepared by Peter S. Cooper, MAI, for the former Madera Redevelopment Agency. The parcel was listed on the market for sale at \$90,000 and is currently a vacant lot being used as a parking lot.

The City of Madera Planning Commission approved a finding of General Plan Conformity and Environmental Determination on May 8, 2018. The property is consistent with the C (Commercial) General Plan land use. The project qualifies as exempt under Section 15061 (Review for Exemption) of the CEQA Guidelines.

FISCAL IMPACT:

The acquisition of this parcel will have a \$75,000 impact on the City's General Fund, with funding provided by Measure "K" Sales Tax revenues. The appropriation for this Measure "K" Construction/Infrastructure expenditure is already included in the City's 2017/18 Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

General Plan Policy HS-33: The City shall ensure the safety and protection of Madera and its community members by providing adequate first response capabilities to emergencies and by maintaining sufficient resources to expand protection as the community grows.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY FOR THE POLICE DEPARTMENT PROJECT**

WHEREAS, the Project requires the acquisition of a parcel of land adjacent to the current Madera Police Department facility; and

WHEREAS, the property owner of record, Sam's Property Investment LLC, have offered for sale, APN: 007-191-017, to the City of Madera; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in the Agreement for Purchase and Sale of Real Property; and

WHEREAS, the purchase price offered for the property is based on an appraisal prepared by Peter S. Cooper, MAI; and

WHEREAS, the environmental determination of the project qualifies as exempt under Section 15061 (Review for Exemption) of the CEQA Guidelines and was approved by the City of Madera Planning Commission on May 8, 2018; and

WHEREAS, the agreement and deed recommended for approval and acceptance are on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Agreement for Purchase and Sale of Real Property, copy of which is on file in the Office of the City Clerk and referred to for particulars, and accepts the Grant Deed.
3. The Mayor is authorized to execute the Agreement.
4. The City Clerk is authorized to prepare the Certificate of Acceptance for the Grant Deed.
5. The City Engineer is authorized to initiate Escrow Services including the recording of the Grant Deed by the County of Madera Clerk/Recorder.
6. This resolution is effective immediately upon adoption.

* * * * *

OWNER: Sam's Property Investment, LLC
ADDRESS: 212 East 6th Street
Madera, CA 93638
SITUS: 320 South C Street APN: 007-191-017
Madera, CA 93638
PROJECT: City of Madera, Police Department Parking Lot

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

Sam's Property Investment, LLC, hereinafter called the "Seller", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

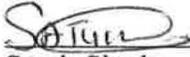
1. The real property which is the subject of this Agreement, and which is hereunder for convenience referred to as the "Offered Property", is all that real property situated in the City of Madera, County of Madera, State of California, more particularly described as Lot 13 Portion of Lot B, Block 87 of Lankershim Addition, Assessor Parcel Number 007-191-017.
2. The purchase price for the Offered Property shall be the sum of Seventy Five Thousand Dollars and No Cents (\$75,000.00) as just compensation therefor for land and improvements.
3. Seller warrants that the Offered Property is being acquired under threat of condemnation.
4. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to the Offered Property.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:
 - a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Grant Deed.
 - b. There shall be no proration of taxes and insurance.
 - c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

- d. Escrow fees shall be paid by the City.
6. Seller warrants that there will be no tenants on the Offered Property pursuant to any lease agreement.
7. Time is of the essence of each and every term, condition, and covenant hereof.
8. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the remaining parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.
9. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on _____.

CITY OF MADERA,
A municipal corporation

By: _____
Andrew J. Medellin, Mayor

SELLER
Sam's Property Investment, LLC



Satvir Singh
36-4775959

Tax I.D. (Soc. Sec. #)

APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney

ATTEST:
By: _____
Sonia Alvarez, City Clerk

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Atten: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 007-191-017

No Doc Tax Due R&T 11922

GRANT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **SAM'S PROPERTY INVESTMENT, LLC**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

The following described real property in the City of Madera, County of Madera, State of California, being more particularly known and described as Lot 13, Portion of Lot B, Block 87 of Lankershim Addition/Assessor Parcel Number: 007-191-017.

By: *SAT*
Satvir Singh

Date: 6-5-2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)
County of Madera)

On 6/5/18 before me, Sonia Alvarez, Notary Public, personally appeared Satvir Singh

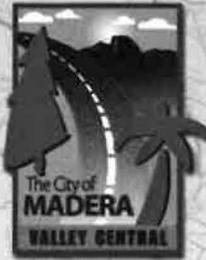
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify, under PENALTY OF PERJURY, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature: *Sonia Alvarez* (Seal)



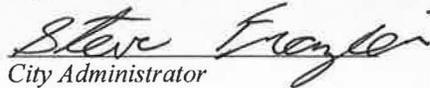


REPORT TO CITY COUNCIL

Approved By

A handwritten signature in black ink, appearing to be "Steve Frazier", written over a horizontal line.

Department Director

A handwritten signature in black ink, appearing to be "Steve Frazier", written over a horizontal line.

City Administrator

Council Meeting of June 20, 2018

Agenda Item Number B-9

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING TWO AGREEMENTS FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS AND ACCEPTANCE OF THE EASEMENT DEEDS FOR THE HOWARD ROAD/WESTBERRY BOULEVARD TRAFFIC SIGNAL PROJECT

RECOMMENDATION:

That the City Council approves Resolution No. 18 - _____:

1. Approving the Agreements for Purchase and Sale of Real Property.
2. Authorizing the Mayor to execute the Agreements.
3. Accepting the Easement Deeds.
4. Authorizing the City Clerk to prepare the Certificates of Acceptance of the Easement Deeds.
5. Authorizing the City Engineer to have the Easement Deeds recorded with the County Clerk/Recorder.

SUMMARY:

Right of way acquisition from two parcels of land is required for the installation of the traffic signals and construction of curb returns and pedestrian crosswalks. The land acquisition consists of 405 square feet at the southwest corner and 900 square feet at the southeast corner. This amount of land is needed to place the traffic signals in their ultimate location to avoid relocation for future street widening. Funds for right of way acquisition are included in the City's FY 2017/18 Budget.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

DISCUSSION:

The Howard Road/Westberry Boulevard Traffic Signal Project (the Project) has been approved by the Madera County Transportation Authority (MCTA) and the City of Madera. Project funding is included in the 2017 Federal Transportation Improvement Program with \$342,000 of Congestion Mitigation and Air Quality (CMAQ) funds. The required local match funds are provided with \$125,000 of Traffic Signal DIF.

The project consists of installing traffic signals and intersection improvements providing left turn lanes and pedestrian crossings. Right of way acquisition and relocation of PG&E facilities are necessary to construct the improvements.

The value of the land to be acquired was established at \$9.00 per square foot for commercial property using “nominal valuations” for just compensation. A formal appraisal was not required as the value of the acquisition was less than \$10,000 consistent with Caltrans Procedures and Code of Federal Regulations, Title 49.

A Categorical Exclusion-General Rule Determination for NEPA was approved on August 10, 2017 by Caltrans. The project meets the requirements for Categorical Exemption for CEQA and a Notice of Exemption was filed on June 6, 2018 by the City of Madera.

FISCAL IMPACT:

There will be no impact to the City’s General Fund for the right of way and construction costs for this project. Project funding for right of way acquisition is included in the City’s 2017/18 Budget, Account No: 40970000-7050.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing.

Strategy 138 – This project supports this strategy to establish and enforce ADA standards throughout the community.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING TWO AGREEMENTS FOR PURCHASE AND
SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS AND
ACCEPTANCE OF THE EASEMENT DEEDS FOR THE HOWARD
ROAD/WESTBERRY BOULEVARD TRAFFIC SIGNAL PROJECT**

WHEREAS, the City of Madera and Madera County Transportation Authority have undertaken the Howard Road/Westberry Traffic Signal Project that includes street improvements and right of way acquisition (the Project); and

WHEREAS, the Project requires the acquisition of right of way from two parcels of land, consisting of large corner cut-offs at the street intersection, in order to construct the proposed pedestrian crosswalks and curb returns in compliance with the Americans with Disability Act; and

WHEREAS, the two property owners of record, listed in Exhibit A attached hereto, have offered for sale to the City of Madera the interest in real property necessary for the construction of the traffic signals, pedestrian crosswalks and curb returns; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in the Agreements for Purchase and Sale of Real Property and attached to the Easement Deeds; and

WHEREAS, the purchase price offered for the properties has been established as a “nominal valuation” for just compensation in accordance with the Code of Federal Regulations, Title 49; and

WHEREAS, a Categorical Exclusion-General Rule Determination for NEPA was approved on August 10, 2017 by Caltrans and a Notice of Exemption for CEQA was filed on June 6, 2018 by the City of Madera; and

WHEREAS, the agreements and easement deeds recommended for approval and acceptance are on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves Agreements for Purchase and Sale of Real Property, copies of which are on file in the Office of the City Clerk and referred to for particulars, and accepts the two Easement Deeds.
3. The Mayor is authorized to execute the Agreements.

4. The City Clerk is authorized to prepare the Certificates of Acceptance for the Easement Deeds.
5. The Finance Director is authorized to make the payment for the land acquisition in the amounts shown in the attached Exhibit A.
6. The City Engineer is authorized to have the Easement Deeds recorded with the County of Madera Clerk/Recorder.
7. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

Howard Road/Westberry Boulevard Traffic Signal Project

<u>APN</u>	<u>PROPERTY OWNER ADDRESS</u>	<u>AMOUNT</u>
045 -141-011	Deborah Dolio [REDACTED]	\$3,647.00
009-600-001	Bikramjit Kahlon & Narinder Kahlon [REDACTED]	\$8,100.00

OWNER: Deborah Lynn Dolio

ADDRESS: 

SITUS: 24476 Howard Road APN: 045-141-011
Madera, CA 93637-8619

PROJECT: Howard Road/Westberry Boulevard Traffic Signal

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

DEBORAH LYNN DOLIO, as Trustee of THE RICHARD DOLIO, JR. AND DEBORAH LYNN DOLIO TRUST, hereinafter called the "Seller", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereunder for convenience referred to as the "Offered Property", is 405.2 square feet of real property at the northeast corner of Assessor Parcel Number 045-141-011, more specifically described in the attached legal description and as depicted in the attached drawing.
2. The purchase price for the Offered Property shall be the sum of Three Thousand Six Hundred Forty Seven Dollars and No Cents (\$3,647.00) as just compensation therefor for land and improvements.
3. Seller warrants that the Offered Property is being acquired under threat of condemnation.
4. Seller represents and warrants that it has the authority to make the offer herein made and that it holds fee title to the Offered Property.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:
 - a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.
 - b. There shall be no proration of taxes and insurance.
 - c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

6. Seller warrants that there will be no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property acquired by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair and restore and existing improvements) shall commence upon the execution of this Agreement, and that the amount in Clause 2 herein includes, but not limited to, full payment for such possession and use from said date.

8. The obligation of the City to purchase the Offered Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this determination is the sole expense of the City.

9. Time is of the essence of each and every term, condition, and covenant hereof.

10. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the remaining parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

11.. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on

CITY OF MADERA,
A municipal corporation

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney

ATTEST:
By: _____
Sonia Alvarez, City Clerk

SELLER

By: Deborah Lynn Dolio
Deborah Lynn Dolio

Tax I.D. (Soc. Sec. #)

Right-of-Way Acquisition

Traffic Signal at Howard Road & Westberry Boulevard

Legal Description

APN 045-141-011, Owner: Deborah Lynn Dolio, as Trustee of The Richard Dolio Jr. & Deborah Lynn Dolio Trust.

All that portion of the northeast quarter of the northwest quarter of Section 27, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the Plat of Howard & Wilson Colony Lands, Book 4, Page 66, Fresno County Records, and according to Parcel Map No. 1915, Book 27, Page 69, and to Book of Deeds, Book 695, Page 4, Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 27; thence S 0° 10' 41" E, along the centerline of said Section, a distance of 59.00 feet; thence S89° 49' 19" W a distance of 30.00 feet, to an angle point in the south right-of-way line of Howard Road and the west right-of-way line of Westberry Boulevard; this point being THE TRUE POINT OF BEGINNING;

Thence S 0° 10' 41" E, along said west right-of-way line of Westberry Boulevard, a distance of 15.00 feet; thence S 89° 49' 19" W, a distance of 20.00 feet; thence N 0° 10' 41" W, parallel with, and 50 feet distant from, said section centerline, a distance of 25.52 feet, to a point on the south right-of-way line of Howard Road; thence S 62° 25' 59" E, along said right-of-way line, a distance of 22.60 feet, to THE TRUE POINT OF BEGINNING.

Containing 405.2 square feet, more or less.

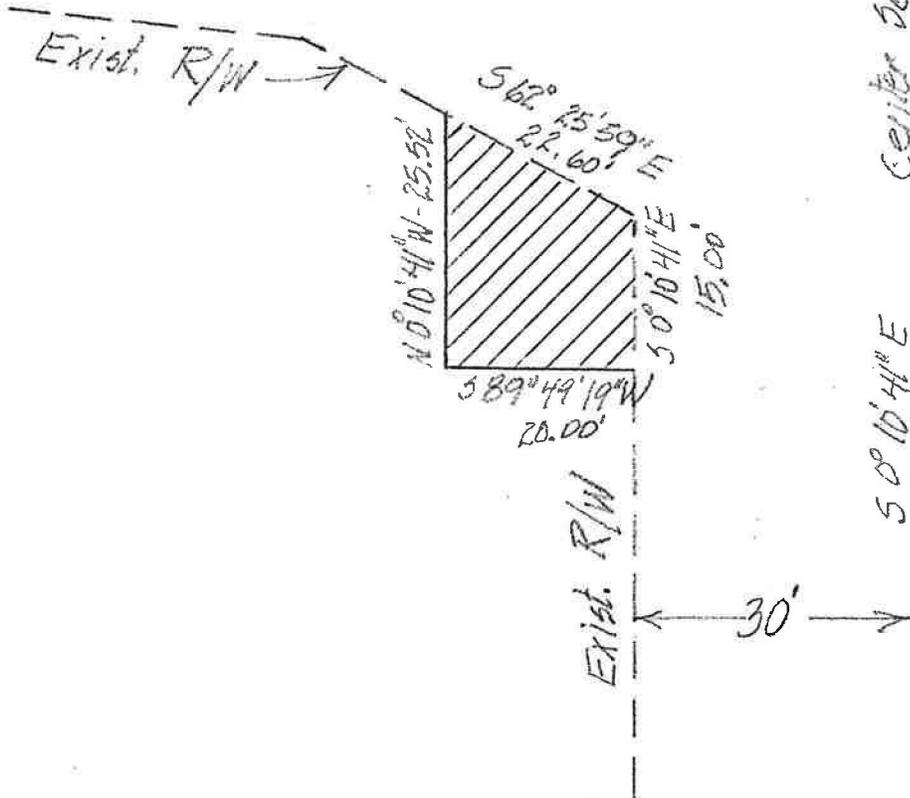


Due East N. Section Line
 N. 1/4 Cor.
 Sec. 27, 11/11

Howard Road

Center Section Line

Westberry Boulevard



INDICATES REAL PROPERTY AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ± 405.2 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
 ADDRESS: 205 W. 4TH STREET
 MADERA, CA 93637
 SURVEYOR: CHRISTIAN M. BACH
 R.C.E. NO. 18715
 TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
 Dr. By: _____
 Ch. By: _____
 Date: _____

SCALE 1" =

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 045-141-011

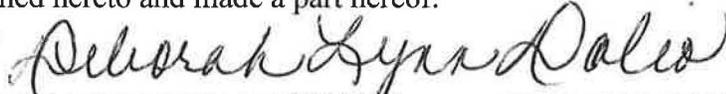
No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **DEBORAH LYNN DOLIO, AS TRUSTEE OF THE RICHARD DOLIO JR. & DEBORAH LYNN DOLIO TRUST**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street, sidewalk, public utility and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the legal description attached hereto and made a part hereof:

Deborah Lynn Dolio



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

A notary public or other officers completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California ~~San Luis Obispo~~
County of ~~Madera~~ SAN LUIS OBISPO

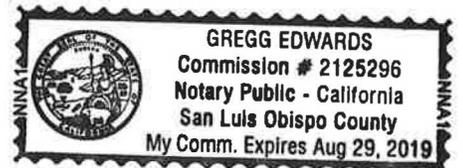
On 6-6-2018 before me, GREGG EDWARDS, Notary Public, personally appeared DEBORAH LYNN DOLIO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify, under PENALTY OF PERJURY, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature:  (Seal)



Right-of-Way Acquisition

Traffic Signal at Howard Road & Westberry Boulevard

Legal Description

APN 045-141-011, Owner: Deborah Lynn Dolio, as Trustee of The Richard Dolio Jr. & Deborah Lynn Dolio Trust.

All that portion of the northeast quarter of the northwest quarter of Section 27, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the Plat of Howard & Wilson Colony Lands, Book 4, Page 66, Fresno County Records, and according to Parcel Map No. 1915, Book 27, Page 69, and to Book of Deeds, Book 695, Page 4, Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 27; thence S 0° 10' 41" E, along the centerline of said Section, a distance of 59.00 feet; thence S89° 49' 19"W a distance of 30.00 feet, to an angle point in the south right-of-way line of Howard Road and the west right-of-way line of Westberry Boulevard; this point being THE TRUE POINT OF BEGINNING;

Thence S 0° 10' 41" E, along said west right-of-way line of Westberry Boulevard, a distance of 15.00 feet; thence S 89° 49' 19" W, a distance of 20.00 feet; thence N 0° 10' 41" W, parallel with, and 50 feet distant from, said section centerline, a distance of 25.52 feet, to a point on the south right-of-way line of Howard Road; thence S 62° 25' 59" E, along said right-of-way line, a distance of 22.60 feet, to THE TRUE POINT OF BEGINNING.

Containing 405.2 square feet, more or less.



Due East

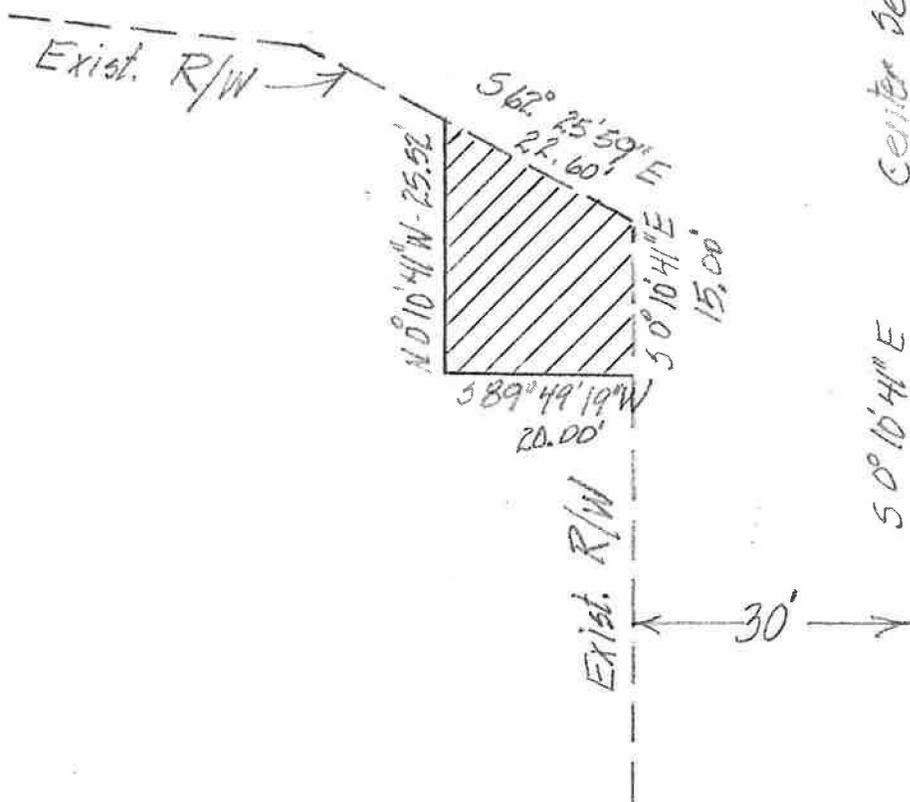
N. Section Line

N. 1/4 Cor.
Sec. 27, 11/11

Howard Road

Center Section Line

Westberry Boulevard



INDICATES REAL PROPERTY AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ± 405.2 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
 ADDRESS: 205 W. 4TH STREET
 MADERA, CA 93637
 SURVEYOR: CHRISTIAN M. BACH
 R.C.E. NO. 18715
 TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
 Dr. By: _____
 Ch. By: _____
 Date: _____

SCALE 1" = _____

OWNER: Bikramjit S. Kahlon and Narinder K. Kahlon

ADDRESS:



SITUS: 3236 Howard Road APN: 009-600-001
Madera, CA 93637

PROJECT: Howard Road/Westberry Boulevard Traffic Signal

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

BIKRAMJIT S. KAHLON AND NARINDER K. KAHLON, hereinafter called the "Seller", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereunder for convenience referred to as the "Offered Property", is 900 square feet of real property at the northeast corner of Assessor Parcel Number 009-600-001, more specifically described in the attached legal description and as depicted in the attached drawing.

2. The purchase price for the Offered Property shall be the sum of Eight Thousand One Hundred Dollars and No Cents (\$8,100.00) as just compensation therefor for land and improvements and includes the relocation of the existing fence to the new property lines.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that it has the authority to make the offer herein made and that it holds fee title to the Offered Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

6. Seller warrants that there will be no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property acquired by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair and restore and existing improvements) shall commence upon the execution of this Agreement, and that the amount in Clause 2 herein includes, but not limited to, full payment for such possession and use from said date.

8. The obligation of the City to purchase the Offered Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this determination is the sole expense of the City.

9. Time is of the essence of each and every term, condition, and covenant hereof.

10. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the remaining parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

11. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on

CITY OF MADERA,
A municipal corporation

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney

ATTEST:
By: _____
Sonia Alvarez, City Clerk

SELLERS

By: _____
Bikramjit S. Kahlon

Tax I.D. (Soc. Sec. #)

By: _____
Narinder K. Kahlon

Tax I.D. (Soc. Sec. #)

Right-of-Way Acquisition

Traffic Signal at Howard Road & Westberry Boulevard

Legal Description

APN 009-600-001, Owner: Bikramit S. & Narinder K. Kahlon

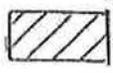
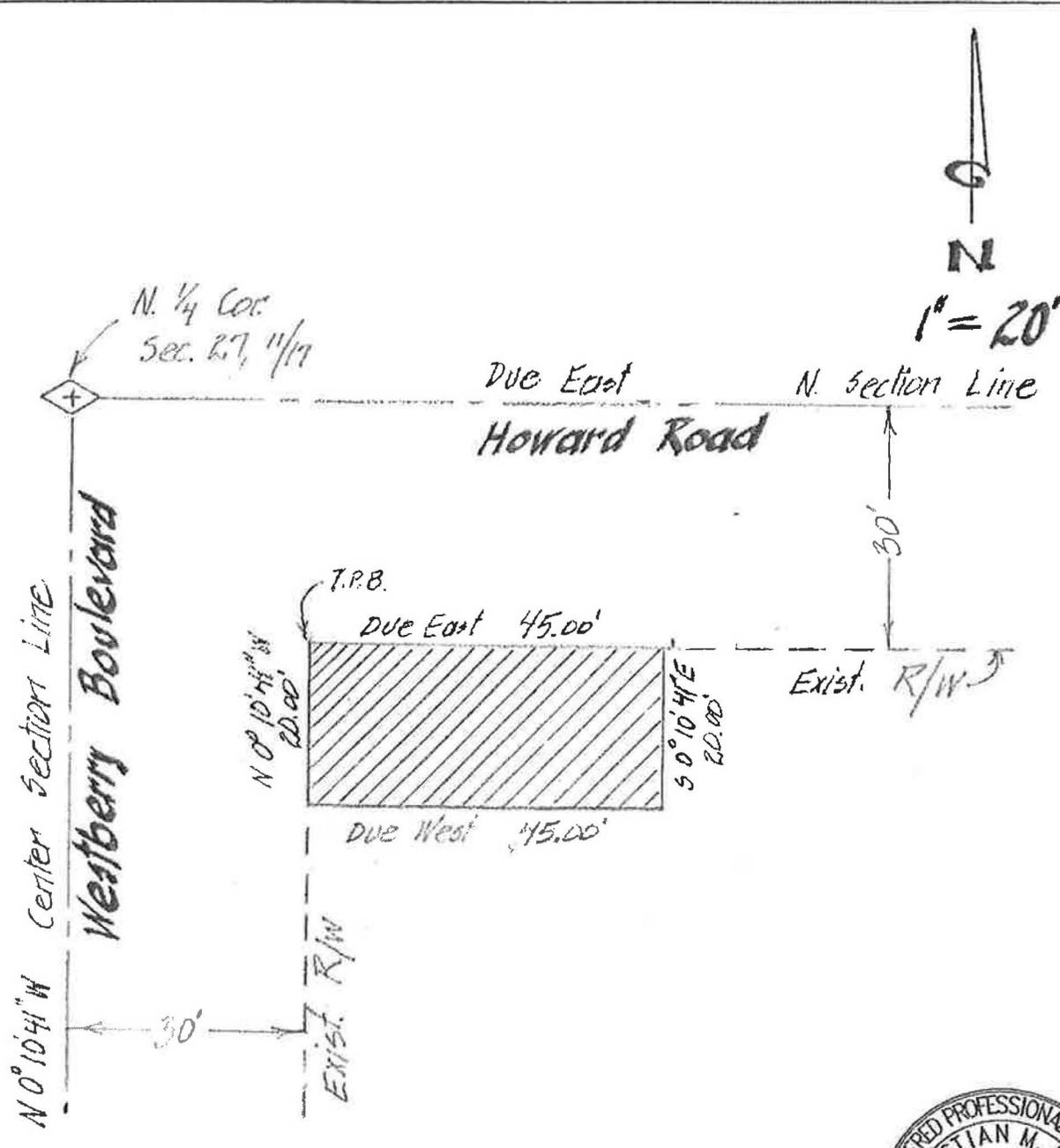
All that portion of the west half of the northwest quarter of the northeast quarter of Section 27, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, being more particularly described as follows:

Commencing at the north quarter corner of said Section 27; thence South $0^{\circ} 10' 41''$ East, along the centerline of said Section 27, a distance of 30.00 feet; thence due east a distance of 30.00 feet to a point which is the intersection of the south right-of-way line of Howard Road with the east right-of-way line of Westberry Boulevard; said point being THE TRUE POINT OF BEGINNING;

Thence due east, along said south right-of-way line of Howard Road, a distance of 45.00 feet; thence South $0^{\circ} 10' 41''$ East, parallel with, and 75 feet distant from, said section centerline, a distance of 20.00 feet; thence due west, parallel with, and 50 feet distant from the north line of said Section 27, a distance of 45.00 feet to a point on the east right-of-way line of Westberry Boulevard; thence North $0^{\circ} 10' 41''$ W, along said right-of-way line, a distance of 20.00 feet to THE TRUE POINT OF BEGINNING.

Containing 900 square feet, more or less.





INDICATES REAL PROPERTY AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±. 900 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
 ADDRESS: 205 W. 4TH STREET
 MADERA, CA 93637
 SURVEYOR: CHRISTIAN M. BACH
 R.C.E. NO. 18715
 TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
 Dr. By: _____
 Ch. By: _____
 Date: _____
 SCALE 1" = _____

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 009-600-001

No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **BIKRAMJIT S. KAHLON AND NARINDER K. KAHLON**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street, sidewalk, public utility and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the legal description attached hereto and made a part hereof:

Date: _____

Date: _____

By: _____

Bikramjit S. Kahlon

By: _____

Narinder K. Kahlon

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE #1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California) County of Madera)

On _____ before me, _____, Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify, under PENALTY OF PERJURY, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature: _____ (Seal)

Right-of-Way Acquisition

Traffic Signal at Howard Road & Westberry Boulevard

Legal Description

APN 009-600-001, Owner: Bikramit S. & Narinder K. Kahlon

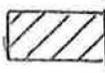
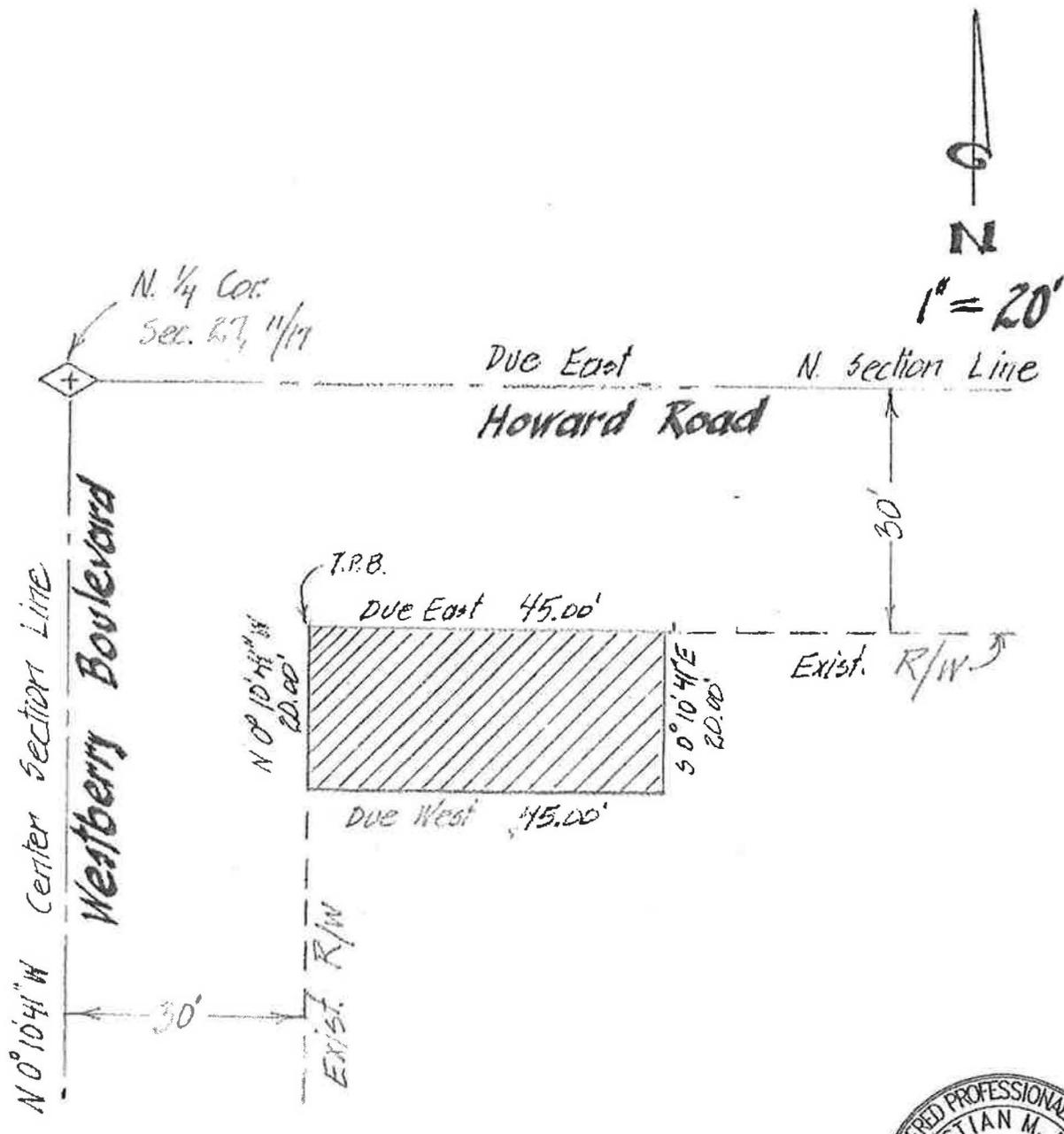
All that portion of the west half of the northwest quarter of the northeast quarter of Section 27, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, being more particularly described as follows:

Commencing at the north quarter corner of said Section 27; thence South $0^{\circ} 10' 41''$ East, along the centerline of said Section 27, a distance of 30.00 feet; thence due east a distance of 30.00 feet to a point which is the intersection of the south right-of-way line of Howard Road with the east right-of-way line of Westberry Boulevard; said point being THE TRUE POINT OF BEGINNING;

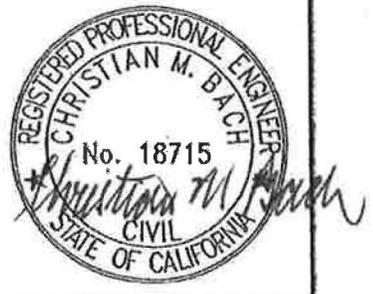
Thence due east, along said south right-of-way line of Howard Road, a distance of 45.00 feet; thence South $0^{\circ} 10' 41''$ East, parallel with, and 75 feet distant from, said section centerline, a distance of 20.00 feet; thence due west, parallel with, and 50 feet distant from the north line of said Section 27, a distance of 45.00 feet to a point on the east right-of-way line of Westberry Boulevard; thence North $0^{\circ} 10' 41''$ W, along said right-of-way line, a distance of 20.00 feet to THE TRUE POINT OF BEGINNING.

Containing 900 square feet, more or less.





INDICATES REAL PROPERTY AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING ±. 900 SQ. FT.



CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
 ADDRESS: 205 W. 4TH STREET
 MADERA, CA 93637
 SURVEYOR: CHRISTIAN M. BACH
 R.C.E. NO. 18715
 TELEPHONE: (559) 661-5418

REAL PROPERTY TO BE GRANTED TO THE CITY OF MADERA BEING A PORTION OF...

F.B. NO _____
 Dr. By: _____
 Ch. By: _____
 Date: _____
 SCALE 1" = _____



REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of June 20, 2018

Agenda Item Number B-10


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A LETTER AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE PURCHASE OF REAL PROPERTY FOR THE OLIVE AVENUE, BETWEEN GATEWAY DRIVE AND KNOX STREET, WIDENING & RECONSTRUCTION PROJECT

RECOMMENDATION:

That City Council approves Resolution No. 18 - _____:

1. Approving the Letter Agreement for the Purchase of Real Property.
2. Authorizing the Mayor to execute the Letter Agreement.

SUMMARY:

The acquisition of real property from the Union Pacific Railroad Company (UPRR) consists of portions of unimproved vacant land from three large parcels and the total acquisition of one small parcel. The value of the land was determined by UPRR at \$6.50 per square foot. This value is the same as the appraised value of land to be acquired from other parcels along Olive Avenue.

The acquisition process to purchase land from the UPRR requires the Buyer (City) to submit a variety of documents before they will execute the Letter Agreement. The agreement requires that the requested documents and the City's due diligence be completed within 90 days from the execution of the Letter Agreement. The significant documents and requirements are described under the Discussion Section.

The estimated sales price for the property at \$6.50/sf is \$189,700. The final sales price will be based on the requested survey and engineering documents. The adopted FY 2017/18 Budget includes \$500,000 of RSTP funds for right of way acquisition.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

DISCUSSION:

The format of this Letter Agreement is seller control oriented instead of our normal City/buyer controlled right of way acquisition agreement. This agreement will only become effective after the City provides the documents and information requested by UPRR. The agreement requires that closing and payment be completed on or before October 30, 2018.

The requested documents include a survey of the property and legal descriptions of the sale area. These items have been completed as a part of our normal work to acquire property but will require UPRR review and approval before UPRR will execute the agreement. This activity will be completed within the specified 90 days in the agreement.

The land acquisition from UPRR for the widening of Olive Avenue is consistent with the Official Plan Line (OPC) for an Arterial Street having a 100 foot right of way width. In addition to the purchase of land for street right of way, UPRR property will be purchased to replace land taken for street right of way from two parcels to restore their lost operational land. An aerial photo showing the property to be acquired is attached to the Agreement.

Parcel No. 1 acquisition is a small corner of vacant land of a parcel at the E Street and Fourteenth Street intersection consisting of 881 sq. ft.

Parcel No. 2 acquisition is a triangular parcel of 12,095 sq. ft. that requires the acquisition of the entire parcel as the remainder property after the take for street right of way will be unusable for any purpose by the UPRR. The existing tenant owned storage building on this parcel will need to be removed to construct the street. Relocation assistance will be provided to the tenant.

Parcel No. 3 acquisition consists of vacant land for street right of way and vacant land for the existing City water well site in order to maintain access and operational functions. The land area to be acquired is 4,232 sq. ft.

Parcel No. 4 acquisition consists of vacant land for street right of way and vacant land for the adjacent parcel to replace the occupied land taken for street right of way. This replacement land will replace the land taken for customer parking and propane dispensary service. The land area to be acquired is 10,648 sq. ft.

Parcel No. 5 acquisition consists of an existing UPRR 15 foot wide Grant Deed access easement upon the City's water well site that encumbers the use of the property and is needed to replace the land taken for street right of way. The land area is 1,366 sq. ft.

The project will consist of widening and reconstructing Olive Avenue between Gateway Drive and Roosevelt Street to Arterial Street Standards with four travel lanes and completing the arterial street standard improvements on Olive Avenue between Roosevelt Street and Knox Street. The Project will include a new UPRR crossing protection and signal, installation of a traffic signal at Roosevelt Street and intersection improvements at Knox Street that include many aspects of an anticipated future traffic that includes electrical conduits and traffic poles without

arms. The project also includes street widening improvements to meet Collector Street Standards on Knox Street between Neplus Way and Olive Avenue.

In April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Plan Line and Building Setback Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). On November 10, 2015, the City of Madera Planning Commission approved an Addendum to the Mitigated Negative Declaration for the Adoption of the East Olive Plan Line to include Olive Avenue between Gateway Drive and Knox Street. The approval of the addendum was based on an analysis of the proposed project within the Environmental Assessment, Initial Study and Mitigated Negative Declaration prepared by staff pursuant to the CEQA Section 15164.

FISCAL IMPACT:

There will no impact to the City's General Fund for the right of way and construction costs for the Project. Regional Surface Transportation Program Federal Exchange funds included in the adopted FY 2017/18 City Budget, will be used to purchase the right of way.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan

RESOLUTION NO. 18 - _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A LETTER AGREEMENT WITH THE
UNION PACIFIC RAILROAD COMPANY FOR THE PURCHASE OF
REAL PROPERTY FOR THE OLIVE AVENUE, BETWEEN GATEWAY
DRIVE AND KNOX STREET, WIDENING AND RECONSTRUCTION
PROJECT**

WHEREAS, the City has approved the Olive Avenue, Gateway Drive to Knox Street, Widening and Reconstruction Project, (the Project); and

WHEREAS, the acquisition of real property for right of way is necessary for the Project; and

WHEREAS, the UPRR has prepared their standard Letter Agreement with a sales price of \$189,700 for the proposed real property to be acquired based on a cost of \$6.50 per square foot and that cost per square foot is the same as land appraised by the City's appraiser; and

WHEREAS, In April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Plan Line and Building Setback Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). The Addendum to the Mitigated Negative Declaration for the widening of East Olive Avenue to 100 foot right of way arterial standard was approved by the Madera Planning Commission of November 10, 2015; and

WHEREAS, the Letter Agreement has been submitted to City Council for consideration and the Letter Agreement is on file in the office of the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

Hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Letter Agreement, a copy of which is on file in the Office of the City Clerk and referred to for particulars.
3. The City Engineer is authorized to implement the provisions in the Letter Agreement for approval and execution of the Letter Agreement by the Union Pacific Railroad Company.
4. This resolution is effective immediately upon adoption.

* * * * *



May 17, 2018
Folder: 01633-17

VIA UPS Overnight
RETURN RECEIPT REQUESTED

LES JORGENSEN
CITY OF MADERA
205 W. FOURTH ST.
MADERA CA 93637

Dear Mr. Jorgensen:

This letter ("Agreement") confirms our understandings covering Union Pacific Railroad Company's ("Seller") possible (i) sale of approximately 0.64 acres of real property ("Sale Area"), and (ii) release and quitclaim of approximately 0.03 acres of easement rights encumbering Buyer's adjacent property ("Release of Easement Area"), both located in the City and County of Madera, State of California, and shown in red and blue crosshatching, respectively, on the print attached hereto as **Exhibit A** and made a part hereof (collectively, the "Property", where appropriate), to the City of Madera, a California municipal corporation ("Buyer").

The undersigned will recommend the transactions described above to Seller's Management based on the following terms and conditions:

Article 1. Description of Property:

- A. The Sale Area shown in red crosshatching on **Exhibit A** is approximately 0.64 acres. Buyer, at its sole cost and expense, shall obtain and furnish to Seller a copy of a survey of the Sale Area and any facilities affecting the Sale Area, prepared by a public surveyor registered in the State of California. The survey, as approved by Seller, will be used by Seller as the basis for preparation of the description of the Sale Area.
- B. Before finalizing any survey, Buyer shall submit the draft survey to Seller for review and approval. Computer files of the survey and legal descriptions shall be sent via e-mail to DBPARKER@UP.COM, with a subject line referencing the UPRR Folder Number 01633-17 assigned to this document. Buyer shall deliver a certified copy of the completed survey to Seller within (90) days after Buyer's execution of this Agreement ("Survey Period"). Delay in obtaining or furnishing the survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in the 'Closing - Default' Article).

- C. Seller will release and quitclaim all of Seller's interest in and to the railroad and transportation easement across, along, over and upon the Release of Easement Area shown on **Exhibit A**, reserved by Southern Pacific Company ("SPC"), Seller's predecessor, in that certain Instrument dated October 3, 1969 from SPC to Buyer, recorded on October 31, 1969, in Book 1046, Page 136 in the official records of Madera County, California ("1969 Instrument"). At Closing, Seller shall deliver to Buyer a fully executed Release and Quitclaim of Easement ("Release and Quitclaim of Easement") in the form attached hereto as **Exhibit B**, which will release all of Seller's interest in and to the easement encumbering the Release of Easement Area as legally described in the 1969 Instrument. Accordingly, Seller and Buyer agree that a survey of the Release of Easement Area is unnecessary.

Article 2. Sale Price:

- A. The sale price ("Sale Price") for the Property shall be One Hundred Eighty Nine Thousand Seven Hundred Dollars (\$189,700.00).
- B. The Sale Price is computed as follows:

$$\begin{array}{r} \text{Sale Area} = 0.64 \text{ acres} \\ + \\ \text{Release of Easement Area} = \underline{0.03 \text{ acres}} \\ \hline 0.67 \text{ acres (or 29,185.20 square feet)} \\ \\ 29,185.20 \text{ square feet} \\ \times \\ \underline{\$6.50/\text{square foot}} \\ \hline \$189,700.00 \text{ (rounded)} \end{array}$$

- C. The Sale Price will be adjusted on the basis set forth in Article 2-B if the Sale Area, as identified by Seller's Senior Manager Engineering Services or his authorized representative, or as determined by the survey, differs from the area set forth in Article 1-A.

Article 3. Feasibility Review/Right of Entry:

- A. For (90) days from the date of execution of this Agreement by Buyer ("Feasibility Review Period"), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.

B. Buyer's right to enter upon the Property pursuant to Article 3-A is subject to the following:

1. Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.

2. Buyer and Buyer's agents and contractors (collectively "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.

3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.

4. Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.

5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.

C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:

1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.

2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.

- D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

Article 4. As Is Sale - Release - Indemnity:

- A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.
- B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER,**

ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

BUYER HEREBY EVIDENCES ITS SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE AND INDEMNITY BY PLACING ITS SIGNATURE OR INITIALS IN THE PLACE PROVIDED HEREINAFTER.

Buyer's Initials

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservations:

- A. At Closing, Seller will transfer Seller's interest in the Sale Area to Buyer by Quitclaim Deed ("Quitclaim Deed"), subject to all outstanding rights, whether or not of record. For the purposes of the following covenant, the Sale Area will be referred to therein as the "Property".
- B. Seller will reserve from the transfer all minerals and mineral rights without right of surface entry.
- C. The Property will be quitclaimed by Seller subject to the following covenant, condition and restriction which Buyer, by the acceptance of the Quitclaim Deed, will covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Article 7. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Sale Area (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Sale Area may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

- A. Closing will occur on or before October 30, 2018 ("Closing Date"). The Closing will be deemed to occur upon payment of the Sale Price by a cashier's or certified check, and delivery of the (i) Quitclaim Deed, and (ii) Release and Quitclaim of Easement. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3(B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 10. Negotiations – Brokers and Finders:

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

Article 11. Subdivision/Platting Compliance:

- A. This Agreement is expressly conditioned upon compliance with the California Subdivision Map Act ("Compliance"). If the Property is not already in Compliance,

Buyer shall undertake and use commercially reasonable efforts to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense. If Buyer fails to effect Compliance prior to the Closing Date, then this Agreement shall terminate and neither party shall have any further obligation to the other. Seller is not obligated to extend the Closing Date due to Buyer's failure to effect Compliance prior to the Closing Date.

- B. In connection with Buyer pursuing Compliance, Seller shall cooperate by reviewing and executing necessary documents, provided, however, that Seller shall not be required to incur any cost or expense in connection therewith and that any action Buyer desires Seller to take shall be acceptable to Seller as to substance and legal form. If any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller which are unacceptable to Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. If this Agreement is terminated pursuant to this Section B. , any deposit paid by Buyer will be returned to Buyer, and neither party shall have any further obligations (except for surviving obligations).

Article 12. Mortgage Release:

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing.

Article 13. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO COMPLETE THE TRANSACTIONS DESCRIBED HEREIN UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 14. Condemnation:

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article - Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Daniel B. Parker at the address listed on the bottom of the first page of this letter, in order that it is received by Seller no later than June 30, 2018. Please also indicate below how you wish to take title. If you should have any questions, please call Daniel B. Parker at (402) 544-8624.

Sincerely,


Senior Manager - Real Estate

ACCEPTED AND AGREED THIS _____ DAY OF _____, 20____

City of Madera
Andrew J. Medellin

By: _____
Its: Mayor _____

Title to the Property will be taken as follows:

If Corporation, State of incorporation:

City of Madera, A Municipal Corporation
of the State of California

If Husband and Wife, indicate how title will be taken:

_____ Joint Tenants with rights of survivorship

_____ Tenants in Common

_____ Community Property

Mailing Address: _____

SALE AREA = 0.64 AC +/-
RELEASE OF EASEMENT AREA = 0.03 AC +/-



LEGEND:

- SALE AREA 
- RELEASE OF EASEMENT AREA 
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MADERA, MADERA COUNTY, CA
M.P. 184.51 - FRESNO SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF MADERA
SP CA V-104 / S-23B
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 11-22-2017
COB FILE: 1633-17

CADD FILENAME 0163317.DGN

SCAN FILENAME 0163317-CA10423B.TIF

EXHIBIT B

FORM OF RELEASE AND QUITCLAIM OF EASEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Madera
205 W. Fourth Street
Madera, California 93637
Atten: City Clerk

(Space Above for Recorder's Use Only)

APN _____

No Documentary Transfer Tax
applicable on this instrument, which
is a Release and Quitclaim to a public entity.

1633-17

RELEASE AND QUITCLAIM OF EASEMENT

This RELEASE AND QUITCLAIM OF EASEMENT, made this _____ day of _____, 201_, by **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), to **CITY OF MADERA**, a California municipal corporation ("Grantee"),
WITNESSETH:

RECITALS:

WHEREAS, by that certain Instrument dated October 3, 1969 from Southern Pacific Company ("SPC") to Grantee, recorded on October 31, 1969, in Book 1046, Page 136 in the official records of Madera County, California ("1969 Instrument"), SPC reserved unto itself, its successors and assigns, an easement for railroad and transportation purposes ("Railroad Easement") across, along, over and upon real property in Madera County, State of California, as legally described in the 1969 Instrument ("Easement Property").

WHEREAS, SPC merged with and into Southern Pacific Transportation Company, a Delaware corporation, which changed its name to Union Pacific Railroad Company, a Delaware corporation, effective February 1, 1998.

WHEREAS, Grantee desires the cancellation and release of the Railroad Easement reserved by SPC in the 1969 Instrument across, along, over and upon the Easement Property legally described in the 1969 Instrument, and Grantor is willing that such Railroad Easement across, along, over and upon the Easement Property legally described in the 1969 Instrument be cancelled and released.

AGREEMENT:

NOW, THEREFORE, Grantor, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt of which is hereby confessed and acknowledged, for itself, its successors and assigns, does hereby REMISE, RELEASE AND QUITCLAIM to Grantee, its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, which it has by reason of the Railroad Easement across, along, over and upon the Easement Property legally described in the 1969 Instrument, it being the intent hereof to release only the right of Grantor with respect to said Railroad Easement, and to leave in full force and effect all other provisions of said 1969 Instrument, and all other rights reserved therein.

IN WITNESS WHEREOF, Grantor has caused these presents to be sealed with its corporate seal and to be signed by its authorized officers, the day and year first herein written.

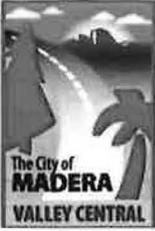
**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Attest:

Assistant Secretary

By: _____
Name: _____
Title: _____

(Seal)



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF 6/20/18

AGENDA ITEM NUMBER B-11

APPROVED BY



GRANTS ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE CALIFORNIA ENERGY COMMISSION ENERGY PARTNERSHIP PROGRAM

RECOMMENDATION

Staff recommends Council approve a resolution authorizing submission of application to the California Energy Commission Energy Partnership Program.

DISCUSSION

The California Energy Commission makes awards to City, County and other Public Agencies through its Energy Partnership Program to provide technical assistance grant funds on a first come, first serve basis to help these entities identify the most cost-effective energy saving opportunities. This includes technical assistance to conduct energy audits, prepare feasibility studies, develop equipment performance specifications, review commissioning plans, and other services. The City of Madera is soliciting technical assistance funds in the amount of \$20,000 from the CA Energy Commission to assist in completing the following tasks: reviewing energy savings proposals, crafting a final scope of work for a multi-faceted energy project, and negotiating an agreement with a preferred vendor.

City staff has identified a need for the city buildings to optimize energy efficiency and reduce energy costs. City staff has begun work with three different energy firms to obtain energy savings proposals for City facilities. Given that City staff does not have the capacity to easily evaluate these technical proposals, staff identified a grant source that can cover the cost for obtaining the technical capacity needed to review the proposals and work towards entering into an agreement with a preferred vendor. The Energy

Partnership Program would provide an expert in the energy field, for the maximum cost of \$20,000, to review the three energy audit proposals to be provided by the three firms. The review will consider the advantages and disadvantages of each proposal to determine which maximizes the city's goals for energy conservation. The review will also consider the strength of the funding/resource gathering strategies for City to be able to fund the implementation of the energy enhancements.

FISCAL IMPACT

Submission of a technical assistance application and subsequent award of this grant may provide the city with \$20,000 in state grant funding to identify energy saving opportunities for city buildings. It is expected that a technical assistance grant will provide the city with supplementary information during the selection of an energy proposal.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Receipt of technical assistance funding directly supports the following Vision Plan strategies:

Strategy 431 - Alternative Energy Use: Develop a City plan to promote both governmental and citizen use of alternative sources of energy.

Strategy 431.3 - Explore and promote the range of energy efficiency options for commercial, small business and residential customers, as well as municipal facilities.

Strategy 431.4 - Seek funding to install solar panels where possible. (Also added Grants & city of Madera to supporting role.)

RESOLUTION NO. 2018 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE CALIFORNIA
ENERGY COMMISSION ENERGY PARTNERSHIP PROGRAM**

WHEREAS, the California Energy Commission Energy Partnership Program provides technical assistance in identifying energy improvements; and

WHEREAS, The City Council of The City of Madera, California authorizes The City of Madera to apply for Technical assistance from the California Energy Commission; and

WHEREAS, The City Council of the City of Madera, California recognizes that the California Energy Commission has limited funds for technical assistance and that primary consideration will be given to those that are committed to implementing the recommended projects identified through the Energy Partnership Program.

NOW, THEREFORE be it Resolved, that The City Council of the City of Madera, California will seek funding, if necessary, to implement the recommended feasible energy efficiency projects identified through the Energy Partnership Program;

Be IT FURTHER RESOLVED, the City Administrator is hereby authorized and empowered to execute in the name of The City of Madera all necessary documents to implement and carry out the purpose of this resolution.

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

1. The above recitals are true and correct.
2. The City of Madera supports the grant application for technical assistance from the California Energy Commission Energy Partnership Program.
3. The City Administrator of the City of Madera is hereby authorized to execute the application and any documents necessary to effectuate the application on behalf of the city.
4. This resolution is effective immediately upon adoption.



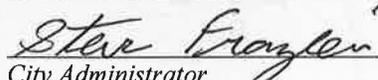
REPORT TO CITY COUNCIL

Approved By


Department Director

Council Meeting of June 20, 2018

Agenda Item Number B-12


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH PROPERTY OWNER AND ACCEPTANCE OF THE GRANT DEED FOR THE POLICE DEPARTMENT PROPERTY ACQUISITION

RECOMMENDATION:

That the City Council approves Resolution No. 18 - _____:

1. Approving the Agreement for Purchase and Sale of Real Property.
2. Authorizing the Mayor to execute the Agreement.
3. Accepting the Grant Deed.
4. Authorizing the City Clerk to prepare the Certificates of Acceptance of the Grant Deed.
5. Authorizing the Finance Director to loan funds from the General Fund-Fund Balance Reserves to Measure K Fund for the purchase of this property.
6. Authorizing the Finance Director to amend the FY 2017/18 Budget as specified in Exhibit AA attached to the resolution.
7. Authorizing the City Engineer to initiate Escrow for Acquisition Services and recording Grant Deed with the County Clerk/Recorder.

SUMMARY:

The Agreement is for the acquisition of APN: 007-191-014. The parcel consists of 7,742 square feet of land with 3,360 square foot office building and an income producing Cell Tower with four current tenants. The parcel is located at 325 South D street, adjacent to the Madera City Police Department. The property and office building will provide the needed office space for current and future safety operations. The Cell Tower tenants will provide rental income. Funding to purchase the property is available by a loan from General Fund Balance Reserves and will be repaid over a period of ten years with Measure K Funds.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

DISCUSSION:

The offer was presented to the owner and negotiations were conducted. The owner accepted the City's offer of the appraised value of \$1,120,000. The purchase and sale agreement and grant deed with a description of the land to be acquired was delivered to the property owner's representative on June 11, 2018.

The Fair Market Value of the land presented in the Appraisal Report dated May 15, 2018 was established by the appraiser on April 30, 2018. The appraised value was prepared by A. George Zengel, MAI. In the opinion of the appraiser, the appraisal was based on the highest and best use as commercial property with a special use cell tower in the existing C-2 Zone. The appraisal was based on the "Income Approach". The cell tower income reflects a value of \$965,000 and the office space income reflects a value of \$155,000.

The parcel consists of a modern style building constructed in 1984. The building is in very good condition and state of repair. Cell Tower is a 120' high with a 3-pole frame design of metal construction. The tower currently has four tenants and the tower has space capacity to add additional tenants. The purchase agreement requires the owner to transfer the tenant agreements to the City.

The City of Madera Planning Commission approved a finding of General Plan Conformity and Environmental Determination on May 8, 2018. The property is consistent with the C (Commercial) General Plan land use. The project qualifies as exempt under Section 15061 (Review for Exemption) of the CEQA Guidelines.

FISCAL IMPACT:

The acquisition of this parcel of land will have a \$1,120,000 impact on the City's General Fund (Fund 1020) in the form of an interest-free loan with the loan to the Measure K Fund (Fund 1025) to be repaid at the rate of \$112,000 per year from Measure "K" Sales Tax revenues. Funds are available in the City's General Fund Reserves for this purchase and an appropriation adjustment is recommended to be added to the 2017/18 budget for this project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

General Plan Policy HS-33: The City shall ensure the safety and protection of Madera and its community members by providing adequate first response capabilities to emergencies and by maintaining sufficient resources to expand protection as the community grows.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY FOR THE POLICE DEPARTMENT PROPERTY
ACQUISITION**

WHEREAS, the Project requires the acquisition of a parcels of land adjacent to the current Madera Police Department facility; and

WHEREAS, the property owner of record, Fred C. Jr. and Diane J. Massetti, Trustees of the Fred and Diane Family Trust of 2008, have accepted the City's offer for sale of APN: 007-191-014, to the City of Madera; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in the Agreement for Purchase and Sale of Real Property and Grant Deed; and

WHEREAS, the purchase price offered for the property is based on an appraisal prepared by A. George Zengel, MAI; and

WHEREAS, the project qualifies as a Categorical Exemption under Section 15301 (Existing Facilities) of the CEQA Guidelines and the General Plan Conformity and Environmental Determination was filed on June 11, 2018; and

WHEREAS, the agreement and deed recommended for approval and acceptance are on file in the office of the City Clerk.

WHEREAS, the purchase of this property is considered an expanded public safety project that is eligible for the expenditure of Measure K funds; and

WHEREAS, funding for this property is not currently available in Measure K Fund 1025, because Measure K reserves are being set aside for the construction of a new Fire Station and for other public safety purposes; and

WHEREAS, the City's General Fund (Fund 1020) has sufficient Fund Balance reserves to loan Measure K Fund (Fund 1025) \$1,120,000 for the purchase of this property and be reimbursed from Measure K proceeds over the next ten years at the rate of \$112,000 per year.

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

1. The above recitals are true and correct.

2. The City Council of the City of Madera approves the Agreement for Purchase and Sale of Real Property, copy of which is on file in the Office of the City Clerk, and referred to for particulars, and accepts the Grant Deed and approves the appropriation of Measure "K" funds for the purchase.
3. The Mayor is authorized to execute the Agreements.
4. The City Clerk is authorized to prepare the Certificates of Acceptance for the Grant Deed.
5. The Finance Director is authorized to make the funding appropriation as noted in Exhibit AA attached hereto.
6. The Finance Director is also authorized to loan \$1,120,000 from General Fund (Fund 1020) Fund Balance Reserves to Measure K Fund (Fund 1025) for the purpose of this property purchase and to reimburse Fund 1020 from Measure K proceeds over a term of ten (10) years at the rate of \$112,000 per year.
7. The City Engineer is authorized to initiate Escrow Services and have the Grant Deed recorded with the County of Madera Clerk/Recorder.
8. This resolution is effective immediately upon adoption.

* * * * *

**EXHIBIT AA
CITY OF MADERA**

Budget Appropriations: Res. 18- 6/20/2018

Mid-Year Budget Adjustments for Fiscal Year 2017/18

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
General Fund	10202000	7050	Purchase of Property - Police Admin.	\$ 1,120,000	
	1020	3210	Fund Balance - Unappropriated		\$ 1,120,000
			Purchase of Property from General Fund Reserves		
				\$ 1,120,000	\$ 1,120,000

OWNER: Fred C. Jr. Massetti and Diane J. Massetti, Trustees of the Fred and Diane Family Trust of 2008

ADDRESS: [REDACTED]

SITUS: 325 South D Street APN: 007-191-014
Madera, CA 93638

PROJECT: City of Madera, Police Department Property Acquisition

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

Fred C. Jr. and Diane J. Massetti, Trustees of the Fred and Diane Family Trust of 2008, hereinafter called the "Seller", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property and all improvements which is the subject of this Agreement, and which is hereunder for convenience referred to as the "Offered Property", is all that real property and building improvements situated in the City of Madera, County of Madera, State of California, more particularly described as Lot 31, Block 87 of Lankershim Addition, Assessor Parcel Number 007-191-014.

2. The purchase price for the Offered Property shall be One Million, One Hundred Twenty Thousand Dollars and No Cents (\$1,120,000.00) as just compensation therefor for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to the Offered Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Seller and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Grant Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Escrow fees shall be paid by the City.

6. Seller warrants that the lease agreement with tenants on the Offered Property will be assigned to the City and all costs are included in the purchase price.

7. Time is of the essence of each and every term, condition, and covenant hereof.

8. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

9. This Agreement is executed by the City of Madera, by and through Mayor of the City of Madera pursuant to authority granted by the Council of the City of Madera on _____.

CITY OF MADERA,
A municipal corporation

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:
By: _____
Brent Richardson, City Attorney

ATTEST:
By: _____
Sonia Alvarez, City Clerk

SELLER

Fred C. Jr. Massetti Jr

Fred C. Jr. Massetti

Tax I.D. (Soc. Sec. #)

Diane J. Massetti

Diane J. Massetti

Tax I.D. (Soc. Sec. #)

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Atten: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 007-191-014

No Doc Tax Due R&T 11922

GRANT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **FRED C. JR. MASSETTI AND DIANE J. MASSETTI, TRUSTEES OF THE FRED AND DIANE FAMILY TRUST OF 2008**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

The following described real property in the City of Madera, County of Madera, State of California, being more particularly known and described as Lot 31, Block 87 of Lankershim Addition, Assessor Parcel Number: 007-191-014.

By: *Fred C. Massetti*
Fred C. Jr. Massetti

Date: 6/13/2018

By: *Diane J. Massetti*
Diane J. Massetti

Date: 6/13/2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)

County of Madera)

On 6/13/18 before me, Sonia Alvarez, Notary Public, personally appeared Fred C. Massetti Jr. and Diane J. Massetti

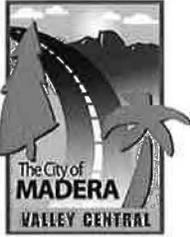
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify, under PENALTY OF PERJURY, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

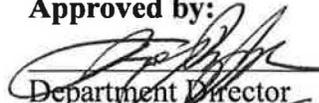
Signature: *Sonia Alvarez* (Seal)

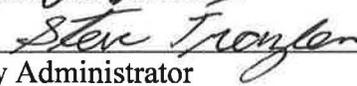




REPORT TO CITY COUNCIL

Approved by:



Department Director


City Administrator

Council Meeting of: June 20, 2018

Agenda Number: B-13

SUBJECT: Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending March 31, 2018

RECOMMENDATION: Staff recommends the Council approve and accept the City of Madera Investment Report for the quarter ending March 31, 2018 as presented by minute order.

DISCUSSION: The City of Madera Investment Policy calls for a quarterly report to be presented to the City Council, giving detailed information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program. The Finance Director hereby submits the report for the quarter ending March 31, 2018.

The market values for the items being reported were obtained from Union Bank, who acts as the custodian for our investments and who we considered to be an independent source for such information. After reviewing the information included in the attached Investment Report, the Finance Director/Treasurer certifies that to the best of his knowledge: 1) all investment actions taken during this quarter have been made in full compliance with the City of Madera November 2017 Investment Policy and, 2) the City will meet its expenditure obligations for the next six months.

As can be seen in the summary information of the Council Investment Report, the City's investment program out-performed the LAIF benchmark, with a 1.74% yield as compared to 1.52% for the Local Agency Investment Fund [LAIF]. The 2-Year Treasury benchmark, however, exceeded the City's investment program with a 2.27% performance versus a 1.74%. Total Market Value of the City's investments equaled \$63.4 million as of March 31, 2018, with Federal Agency Securities, Local Agency Investment Fund [LAIF], Medium Term Notes and Negotiable Certificates of Deposit Securities making up 80.2% of that total. Increasing interest rates have decreased the market value of previously-purchased fixed-income investments.

The Portfolio Holdings Distribution by Maturity Range report is on the second page of the Council Investment Report and reflects the percentages of holdings for each maturity range as of March 31, 2018. All holdings are in line with the November 2017 investment policy.

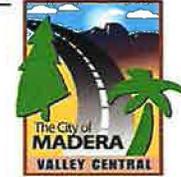
FINANCIAL IMPACT: There is no fiscal impact of the Council's acceptance of this Investment Report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

CITY OF MADERA

Council Investment Report

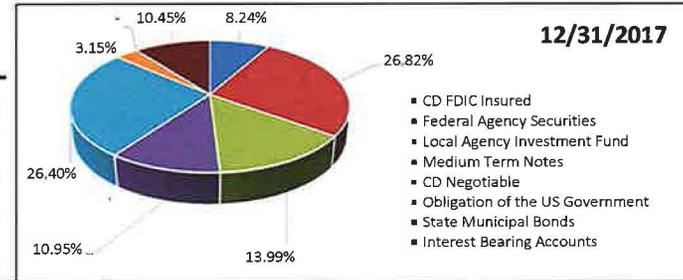
March 31, 2018



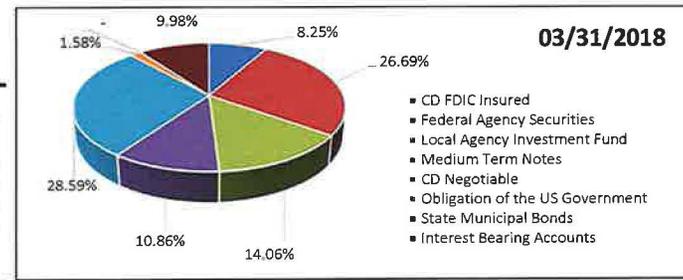
Benchmark Performance	Beginning Balance	Ending Balance
	12/31/2017	3/31/2018
Weighted Average Yield	1.657	1.740
LAIF	1.24	1.52
2 Year Treasury	1.89	2.27

Investment Policy Compliance

Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	8.24%	1.977	1077	2.830	5,229,000.00	5,229,000.00
Federal Agency Securities	26.82%	1.700	1195	3.170	17,291,469.83	17,025,423.00
Local Agency Investment Fund	13.99%	1.239	1	0.000	8,881,282.25	8,881,282.25
Medium Term Notes	10.95%	1.826	801	2.130	7,001,050.59	6,951,060.00
CD Negotiable	26.40%	1.721	714	1.900	16,815,000.00	16,755,266.11
Obligation of the US Government	3.15%	1.181	105	0.290	1,999,018.82	1,997,030.00
State Municipal Bonds	-	-	-	-	-	-
Interest Bearing Accounts	10.45%	-	-	-	6,631,564.30	6,631,564.30
Total / Average	100.00%	1.657%	769	2.040	63,848,385.79	63,470,625.66



Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	8.25%	1.977	987	2.600	5,229,000.00	5,229,000.00
Federal Agency Securities	26.69%	1.699	1098	2.910	17,292,246.87	16,921,300.00
Local Agency Investment Fund	14.06%	1.523	1	0.000	8,913,789.40	8,913,789.40
Medium Term Notes	10.86%	1.824	709	1.890	7,000,921.14	6,887,150.00
CD Negotiable	28.59%	1.825	689	1.830	18,299,000.00	18,129,934.10
Obligation of the US Government	1.58%	1.010	61	0.170	999,983.24	998,800.00
State Municipal Bonds	-	-	-	-	-	-
Interest Bearing Accounts	9.98%	-	-	-	6,326,360.95	6,326,360.95
Total / Average	100.00%	1.740%	722	1.910	64,061,301.60	63,406,334.45

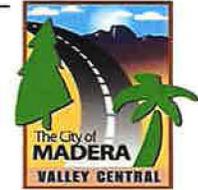


Investment Policy Compliance	Max	Max Maturity	Compliance
CD FDIC Insured	30%	5 Years	Yes
Federal Agency Securities	90%	5 Years	Yes
Local Agency Investment Fund	65M	n/a	Yes
Medium Term Notes	30%	5 Years	Yes
CD Negotiable	30%	5 Years	Yes
Obligation of the US Government	90%	5 Years	Yes
State Municipal Bonds	20%	5 Years	Yes
Interest Bearing Accounts	20%	n/a	Yes

CITY OF MADERA

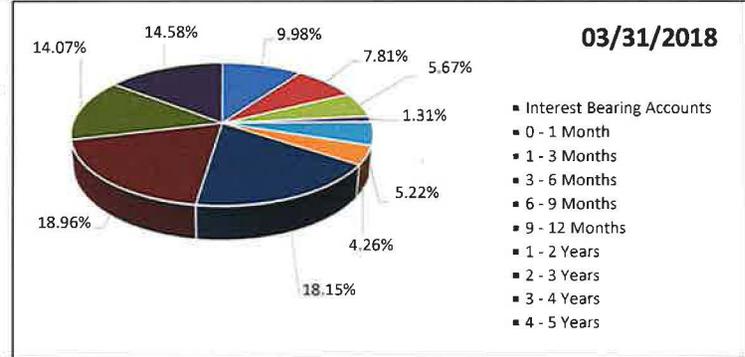
Council Investment Report

March 31, 2018



Investment Policy Compliance - by Maturity Range

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
Interest Bearing Accounts	9.98%	-	-	-	6,326,360.95	6,326,360.95
0 - 1 Month	7.81%	1.510	3	0.010	10,159,748.09	10,159,489.20
1 - 3 Months	5.67%	1.203	74	0.200	3,240,983.24	3,237,879.10
3 - 6 Months	1.31%	1.366	160	0.440	747,000.00	746,702.40
6 - 9 Months	5.22%	1.350	244	0.660	2,989,000.00	2,978,111.00
9 - 12 Months	4.26%	1.556	315	0.860	2,444,160.00	2,431,298.60
1 - 2 Years	18.15%	1.761	561	1.510	10,446,132.36	10,357,121.30
2 - 3 Years	18.96%	1.867	919	2.450	11,007,701.74	10,819,268.50
3 - 4 Years	14.07%	1.771	1282	3.400	8,228,215.22	8,030,880.70
4 - 5 Years	14.58%	2.236	1594	4.150	8,472,000.00	8,319,222.70
Total/Average	100.00%	1.740	722	1.910	64,061,301.60	63,406,334.45



City of Madera
Portfolio Holdings
Council Investment Report
Report Format: By Transaction
Group By: Asset Class
Average By: Market Value
Portfolio / Report Group: Report Group: Quarterly Report with Bank Accounts
As of 3/31/2018

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
FDIC Insured Certificate of Deposit										
Allegiance Bank 1.5 6/29/2019	CD-58629	0.39	Certificate Of Deposit	12/29/2016	1.500	249,000.00	249,000.00	249,000.00	6/29/2019	455
Banc of California 2.6 12/28/2022	CD-BANCOFCA	0.39	Certificate Of Deposit	12/28/2017	2.600	249,000.00	249,000.00	249,000.00	12/28/2022	1,733
Dickinson County Bank 2.5 7/24/2022	CD-12425	0.39	Certificate Of Deposit	7/24/2017	2.500	249,000.00	249,000.00	249,000.00	7/24/2022	1,576
First Community Bank 2.1 8/19/2021	CD-16197	0.39	Certificate Of Deposit	8/19/2016	2.100	249,000.00	249,000.00	249,000.00	8/19/2021	1,237
First Internet Bank of Indiana 1.65 1/30/2020	CD-34607B	0.39	Certificate Of Deposit	1/30/2017	1.650	249,000.00	249,000.00	249,000.00	1/30/2020	670
First Republic Bank 2.23 7/10/2022	CD-3510	0.39	Certificate Of Deposit	7/13/2017	2.230	249,000.00	249,000.00	249,000.00	7/10/2022	1,562
First Utah Bank 2.23 1/7/2020	CD-1813	0.39	Certificate Of Deposit	1/7/2015	2.230	249,000.00	249,000.00	249,000.00	1/7/2020	647
Habib Bank 1.29 9/3/2018	CD-4587E	0.39	Certificate Of Deposit	9/3/2017	1.290	250,000.00	250,000.00	250,000.00	9/3/2018	156
Home City Federal Savings Bank 1.83 2/9/2019	CD-2855	0.39	Certificate Of Deposit	2/9/2015	1.830	249,000.00	249,000.00	249,000.00	2/9/2019	315
IDB Bank 2.1 9/30/2021	CD-IDB093016	0.39	Certificate Of Deposit	9/30/2016	2.100	248,000.00	248,000.00	248,000.00	9/30/2021	1,279
Kansas State Bank 2.05 6/13/2021	CD-19899	0.39	Certificate Of Deposit	6/13/2016	2.050	249,000.00	249,000.00	249,000.00	6/13/2021	1,170
Latino Credit Union 2.15 5/22/2022	CD-8104945	0.39	Certificate Of Deposit	5/22/2017	2.150	249,000.00	249,000.00	249,000.00	5/22/2022	1,513
Pentagon Federal Credit Union 2.25 10/16/2022	CD-1234C	0.39	Certificate Of Deposit	10/16/2017	2.250	249,000.00	249,000.00	249,000.00	10/16/2022	1,660
Rio Grande Credit Union 2.13 6/13/2021	CD-62573	0.39	Certificate Of Deposit	6/13/2016	2.130	249,000.00	249,000.00	249,000.00	6/13/2021	1,170
Royal Business Bank 1.36 9/20/2018	CD-5881B	0.39	Certificate Of Deposit	3/20/2017	1.360	249,000.00	249,000.00	249,000.00	9/20/2018	173
Security State Bank 1.935 10/26/2021	CD-SECSTBK16	0.39	Certificate Of Deposit	10/26/2016	1.935	249,000.00	249,000.00	249,000.00	10/26/2021	1,305
SouthEast Bank 2.485 7/24/2022	CD-57348B	0.39	Certificate Of Deposit	8/8/2017	2.485	249,000.00	249,000.00	249,000.00	7/24/2022	1,576
Start Community Bank 1.49 4/26/2019	CD-START102616	0.39	Certificate Of Deposit	10/26/2016	1.490	249,000.00	249,000.00	249,000.00	4/26/2019	391
State Bank of Chandler 2 8/17/2021	CD-8858	0.39	Certificate Of Deposit	8/19/2016	2.000	249,000.00	249,000.00	249,000.00	8/17/2021	1,235
Triumph Savings Bank 1.393 9/30/2018	CD-6749B	0.39	Certificate Of Deposit	9/30/2016	1.393	250,000.00	250,000.00	250,000.00	9/30/2018	183
Vibrant Credit Union 2.25 3/22/2020	CD-61093	0.39	Certificate Of Deposit	3/23/2016	2.250	248,000.00	248,000.00	248,000.00	3/22/2020	722
Sub Total / Average		8.25			1.977	5,229,000.00	5,229,000.00	5,229,000.00		987

Federal Agency Securities

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
FFCB 1.375 12/21/2018-16	3133EFSW8	1.57	FFCB Bond	12/21/2015	1.375	1,000,000.00	1,000,000.00	994,800.00	12/21/2018	265
FFCB 1.54 12/14/2020-17	3133EGEU5	0.77	FFCB Bond	6/14/2016	1.540	500,000.00	500,000.00	488,000.00	12/14/2020	989
FFCB 1.59 9/14/2020-18	3133EHYL1	2.00	FFCB Bond	10/26/2017	1.840	1,300,000.00	1,290,900.00	1,270,750.00	9/14/2020	898
FFCB 2.05 8/8/2022	3133EHTY9	1.53	FFCB Bond	8/8/2017	2.050	1,000,000.00	1,000,000.00	968,200.00	8/8/2022	1,591
FHLB 1.25 6/29/2018-16	3130A6WT0	1.57	FHLB Bond	12/29/2015	1.250	1,000,000.00	1,000,000.00	998,600.00	6/29/2018	90
FHLB 1.45 6/15/2020-16	3130A8EM1	0.77	FHLB Bond	6/15/2016	1.450	500,000.00	500,000.00	490,050.00	6/15/2020	807
FHLB 2.1 5/18/2022-18	3130ABCS3	1.53	FHLB Bond	5/18/2017	2.100	1,000,000.00	1,000,000.00	971,600.00	5/18/2022	1,509
FHLB 2.125 8/26/2022-18	3130AC6U3	1.53	FHLB Bond	8/30/2017	2.125	1,000,000.00	1,000,000.00	972,300.00	8/26/2022	1,609
FHLB 2.15 12/28/2021-17	3130AAEX2	1.54	FHLB Bond	12/28/2016	2.150	1,000,000.00	1,000,000.00	977,400.00	12/28/2021	1,368
FHLB Step 11/23/2021-17	3130A9W80	1.54	FHLB Bond	11/23/2016	1.378	1,000,000.00	1,000,000.00	977,200.00	11/23/2021	1,333
FHLMC 1.4 12/27/2019-17	3134G9SN8	1.55	FHLMC Bond	6/27/2016	1.400	1,000,000.00	1,000,000.00	984,700.00	12/27/2019	636
FHLMC 2.25 7/26/2022-18	3134GBYP1	1.58	FHLMC Bond	7/26/2017	2.250	1,000,000.00	1,000,000.00	1,000,400.00	7/26/2022	1,578
FHLMC 2.35 11/22/2022-18	3134GBX64	1.54	FHLMC Bond	11/22/2017	2.350	1,000,000.00	1,000,000.00	975,400.00	11/22/2022	1,697
FHLMC Step 6/30/2021-16	3134G9WX1	1.54	FHLMC Bond	6/30/2016	1.348	1,000,000.00	1,000,000.00	974,300.00	6/30/2021	1,187
FNMA 1.25 6/30/2020-16	3136G3WT8	1.54	FNMA Bond	6/30/2016	1.250	1,000,000.00	1,000,000.00	975,700.00	6/30/2020	822
FNMA 1.375 12/30/2020-16	3136G3WP6	1.53	FNMA Bond	6/30/2016	1.375	1,000,000.00	1,000,000.00	972,200.00	12/30/2020	1,005
FNMA 1.375 5/26/2020-17	3136G3QB4	0.77	FNMA Bond	5/26/2016	1.375	500,000.00	500,000.00	489,800.00	5/26/2020	787
FNMA 1.55 10/28/2021-17	3136G4DX8	1.51	FNMA Bond	10/28/2016	1.550	1,000,000.00	1,000,000.00	955,100.00	10/28/2021	1,307
FNMA 1.75 6/16/2021-16	3136G3QC2	0.76	FNMA Bond	6/16/2016	1.750	500,000.00	500,000.00	484,800.00	6/16/2021	1,173
Sub Total / Average		26.69			1.699	17,300,000.00	17,290,900.00	16,921,300.00		1,098
Interest Bearing Accounts										
Union Bank - General Fund Cash	CASH2166	8.62	Cash	6/30/2013	0.000	5,467,822.93	5,467,822.93	5,467,822.93	N/A	1
Union Bank - Parking Fines Cash	CASH3596	0.13	Cash	6/30/2013	0.000	80,844.98	80,844.98	80,844.98	N/A	1
Union Bank - Special Program Cash	CASH6508	0.29	Cash	6/30/2013	0.000	181,752.16	181,752.16	181,752.16	N/A	1
Union Bank - Trust MM	MM4900	0.94	Money Market	6/30/2013	1.540	595,940.88	595,940.88	595,940.88	N/A	1
Sub Total / Average		9.98			0.145	6,326,360.95	6,326,360.95	6,326,360.95		1
Local Agency Investment Fund										
LAIF LGIP	LGIP0502	14.05	Local Government Investment Pool	6/30/2013	1.524	8,908,245.49	8,908,245.49	8,908,245.49	N/A	1
Union Bank Cash	CASH4900	0.01	Cash	6/30/2016	0.000	5,543.91	5,543.91	5,543.91	N/A	1
Sub Total / Average		14.06			1.523	8,913,789.40	8,913,789.40	8,913,789.40		1
Medium Term Notes										
Apple Inc 1.1 8/2/2019	037833CB4	1.55	Corporate Bond	11/8/2016	1.212	1,000,000.00	997,000.00	982,100.00	8/2/2019	489
Apple Inc. 2.25 2/23/2021-21	037833BS8	1.55	Corporate Bond	1/24/2017	2.279	1,000,000.00	998,903.00	985,000.00	2/23/2021	1,060
Microsoft Corp 1.55 8/8/2021-21	594918BP8	1.51	Corporate Bond	10/12/2016	1.637	1,000,000.00	996,000.00	960,200.00	8/8/2021	1,226
Royal Bank of Canada 1.5 7/29/2019	78012KRK5	0.78	Corporate Bond	12/13/2016	1.853	500,000.00	495,500.00	491,850.00	7/29/2019	485
Royal Bk CDA MTN 2.5 1/19/2021	78012KKU0	1.55	Corporate Bond	1/25/2016	2.301	1,000,000.00	1,009,300.00	985,300.00	1/19/2021	1,025

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Toronto Dominion Bank 1.4 4/30/2018	89114QAG3	0.79	Corporate Bond	9/29/2015	1.503	500,000.00	498,700.00	499,650.00	4/30/2018	30
Toronto-Dominion Bank 1.95 1/22/2019	89114QBE7	0.78	Corporate Bond	3/24/2016	1.652	500,000.00	504,100.00	497,450.00	1/22/2019	297
Toyota Motor Credit Corp 1.7 2/19/2019	89236TCU7	0.78	Corporate Bond	3/24/2016	1.473	500,000.00	503,210.00	496,400.00	2/19/2019	325
Wells Fargo Bank NA 2.15 12/6/2019	94988J5G8	1.56	Corporate Bond	1/31/2017	2.096	1,000,000.00	1,001,490.00	989,200.00	12/6/2019	615
Sub Total / Average		10.86			1.824	7,000,000.00	7,004,203.00	6,887,150.00		709

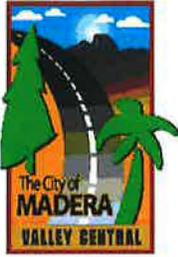
Negotiable Certificate of Deposit Securities

Ally Bank 1.8 3/23/2020	02006LZ22	0.38	Certificate Of Deposit	3/23/2017	1.800	247,000.00	247,000.00	243,492.60	3/23/2020	723
American Eagle Bank 2 3/8/2022	02554BCU3	0.38	Negotiable Certificate Of Deposit	9/8/2017	2.000	249,000.00	249,000.00	242,252.10	3/8/2022	1,438
American Exp 2.35 5/10/2022	02587CEU0	0.38	Negotiable Certificate Of Deposit	5/10/2017	2.350	247,000.00	247,000.00	241,146.10	5/10/2022	1,501
American Express Centurion Bank 2.2 11/29/2019	02587DWK0	0.39	Negotiable Certificate Of Deposit	12/1/2014	2.200	247,000.00	247,000.00	245,443.90	11/29/2019	608
Banco Popular 2.25 10/7/2020	05965GVP8	0.39	Negotiable Certificate Of Deposit	10/7/2015	2.250	247,000.00	247,000.00	244,900.50	10/7/2020	921
Bank Leumi USA 1.05 6/15/2018	063248FQ6	0.39	Negotiable Certificate Of Deposit	6/15/2016	1.050	248,000.00	248,000.00	247,702.40	6/15/2018	76
Bank of Baroda 2.3 4/18/2022	06062Q3D4	0.38	Certificate Of Deposit	4/17/2017	2.300	247,000.00	247,000.00	242,875.10	4/18/2022	1,479
Barclays Bank 1.9 4/15/2019	06740KGG6	0.39	Negotiable Certificate Of Deposit	4/15/2014	1.900	247,000.00	247,000.00	246,777.70	4/15/2019	380
Belmont Savings Bank 1.4 6/26/2018	080515AU3	0.39	Negotiable Certificate Of Deposit	6/26/2014	1.400	248,000.00	248,000.00	247,950.40	6/26/2018	87
Beneficial Mutual 1.55 11/16/2021	08173QBU9	0.37	Certificate Of Deposit	11/16/2016	1.550	248,000.00	248,000.00	237,435.20	11/16/2021	1,326
Berkshire Bank 1.25 11/29/2018	084601GN7	0.39	Certificate Of Deposit	11/29/2016	1.250	248,000.00	248,000.00	246,958.40	11/29/2018	243
BMW 2.2 9/30/2020	05580ACZ5	0.39	Negotiable Certificate Of Deposit	9/30/2015	2.200	247,000.00	247,000.00	244,925.20	9/30/2020	914
Boston Private Bank & Trust 2.4 3/23/2020	101120DX8	0.39	Negotiable Certificate Of Deposit	3/23/2018	2.400	248,000.00	248,000.00	247,355.20	3/23/2020	723
Capital One Bank 2.1 10/1/2019	140420PN4	0.39	Negotiable Certificate Of Deposit	10/1/2014	2.100	248,000.00	248,000.00	246,834.40	10/1/2019	549
Capital One NA 2.25 7/22/2020	14042E4Y3	0.39	Negotiable Certificate Of Deposit	7/22/2015	2.250	248,000.00	248,000.00	245,916.80	7/22/2020	844
Carver Federal Savings Bank 2.15 12/29/2020	147005BD3	0.38	Negotiable Certificate Of Deposit	12/29/2017	2.150	247,000.00	247,000.00	243,887.80	12/29/2020	1,004
Cit Bank Salt Lake City 2 5/28/2020	17284DBB7	0.38	Certificate Of Deposit	5/28/2015	2.000	247,000.00	247,000.00	244,110.10	5/28/2020	789
Citizens Deposit Bank of Arlington 2.05 8/22/2022	17453FBZ4	0.38	Negotiable Certificate Of Deposit	8/21/2017	2.050	247,000.00	247,000.00	239,540.60	8/22/2022	1,605
Comenity Bank Utah 1.75 1/2/2019	20033AEC6	0.39	Negotiable Certificate Of Deposit	1/2/2014	1.750	247,000.00	247,000.00	247,049.40	1/2/2019	277
Commerce St Bank 1.65 9/26/2019	20070PHK6	0.39	Certificate Of Deposit	6/26/2015	1.650	249,000.00	249,000.00	247,057.80	9/26/2019	544
Compass Bank 1.15 5/7/2018	20451PKP0	0.39	Certificate Of Deposit	5/6/2015	1.150	248,000.00	248,000.00	247,925.60	5/7/2018	37
Covenant Bank 2.45 3/30/2020	22285EAP4	0.39		3/28/2018	2.450	247,000.00	247,000.00	246,555.40	3/30/2020	730

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
			Negotiable Certificate Of Deposit							
Discover Greenwood 2.25 7/19/2022	2546725U8	0.38	Negotiable Certificate Of Deposit	7/19/2017	2.250	247,000.00	247,000.00	241,813.00	7/19/2022	1,571
East Boston Svgs Bank 1.1 12/24/2018	27113PAZ4	0.39	Negotiable Certificate Of Deposit	6/23/2016	1.100	248,000.00	248,000.00	246,512.00	12/24/2018	268
Enerbank 1.65 7/1/2019	29266NM95	0.39	Certificate Of Deposit	6/30/2015	1.650	249,000.00	249,000.00	247,331.70	7/1/2019	457
Everbank 1.5 3/29/2019	29976DVY3	0.39	Negotiable Certificate Of Deposit	3/30/2015	1.500	248,000.00	248,000.00	246,611.20	3/29/2019	363
Fidelity Bank 1.8 6/20/2019	31617CAE3	0.39	Negotiable Certificate Of Deposit	12/20/2017	1.800	249,000.00	249,000.00	247,854.60	6/20/2019	446
First Bank 1.3 9/28/2018	31909PAW1	0.39	Certificate Of Deposit	3/29/2017	1.300	249,000.00	249,000.00	248,402.40	9/28/2018	181
First Bank 1.5 2/28/2019	319234AJ9	0.39	Certificate Of Deposit	6/30/2015	1.500	249,000.00	249,000.00	248,153.40	2/28/2019	334
First Bank of Highland 2.15 7/27/2022	319141GY7	0.38	Negotiable Certificate Of Deposit	7/27/2017	2.150	247,000.00	247,000.00	240,750.90	7/27/2022	1,579
First Bank Puerto Rico 1.7 1/31/2020	33767AU58	0.39	Certificate Of Deposit	1/31/2017	1.700	249,000.00	249,000.00	245,563.80	1/31/2020	671
First Federal Savings and Loan Assoc. 1.95 12/20/2	32023HAF5	0.39	Negotiable Certificate Of Deposit	12/20/2017	1.950	249,000.00	249,000.00	247,057.80	12/20/2019	629
First Merchants Bank 1.5 10/30/2018	32082BDF3	0.39	Negotiable Certificate Of Deposit	4/30/2014	1.500	248,000.00	248,000.00	247,950.40	10/30/2018	213
First National Bank Omaha 2.3 2/21/2020	332135HH8	0.39	Negotiable Certificate Of Deposit	2/21/2018	2.300	248,000.00	248,000.00	247,107.20	2/21/2020	692
First Premier Bank 1.55 12/24/2018	33610RPL1	0.39	Negotiable Certificate Of Deposit	6/25/2014	1.550	248,000.00	248,000.00	247,330.40	12/24/2018	268
FirstTrust Savings 1.1 12/10/2018	337630AX5	0.39	Negotiable Certificate Of Deposit	6/10/2016	1.100	249,000.00	249,000.00	247,630.50	12/10/2018	254
Goldman Sachs Bank 2.35 3/15/2022	38148PGZ4	0.38	Certificate Of Deposit	3/15/2017	2.350	247,000.00	247,000.00	243,517.30	3/15/2022	1,445
Homebanc 1.35 4/17/2018	43738AEX0	0.39	Negotiable Certificate Of Deposit	4/17/2014	1.350	249,000.00	249,000.00	249,024.90	4/17/2018	17
Horicon Bank 2.4 2/26/2021	440392FT0	0.39	Negotiable Certificate Of Deposit	2/27/2018	2.400	247,000.00	247,000.00	245,320.40	2/26/2021	1,063
HSBC Bank USA 1.25 5/10/2019-17	40434YCW5	0.39	Certificate Of Deposit	11/10/2016	1.250	249,000.00	249,000.00	246,012.00	5/10/2019	405
Industrial and Commercial Bank of China-NY 2.9 3/2	45581EAS0	0.39	Negotiable Certificate Of Deposit	3/29/2018	2.900	249,000.00	249,000.00	249,448.20	3/29/2023	1,824
Investors Community Bank 1.75 3/30/2020	46147UTD2	0.39	Negotiable Certificate Of Deposit	9/29/2017	1.750	249,000.00	249,000.00	245,140.50	3/30/2020	730
JP Morgan Chase Bank 1.3 4/10/2018	48125T6E0	0.39	Certificate Of Deposit	4/10/2015	1.300	248,000.00	248,000.00	248,000.00	4/10/2018	10
Key Bank 1.5 7/25/2019	49306SVW4	0.39	Certificate Of Deposit	1/25/2017	1.500	248,000.00	248,000.00	245,668.80	7/25/2019	481
LCA Bank Corp. 2.15 7/20/2022	501798KX9	0.38	Negotiable Certificate Of Deposit	7/20/2017	2.150	247,000.00	247,000.00	240,800.30	7/20/2022	1,572
Live Oak Bank 1.8 4/7/2020	538036CN2	0.39	Certificate Of Deposit	4/7/2017	1.800	249,000.00	249,000.00	245,339.70	4/7/2020	738
Marlin Business 2.1 4/26/2022	57116ANS3	0.38	Certificate Of Deposit	4/26/2017	2.100	247,000.00	247,000.00	240,948.50	4/26/2022	1,487
MB Finl Bank 1.2 6/10/2019	55266CRX6	0.39		6/10/2016	1.200	249,000.00	249,000.00	246,111.60	6/10/2019	436

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
			Negotiable Certificate Of Deposit							
Medallion Bank 1.35 6/13/2018	58403BP34	0.39	Negotiable Certificate Of Deposit	6/13/2014	1.350	249,000.00	249,000.00	248,975.10	6/13/2018	74
Mercantil Commerce Bank 1.9 4/17/2019	58733AAU3	0.39	Negotiable Certificate Of Deposit	4/17/2014	1.900	247,000.00	247,000.00	246,753.00	4/17/2019	382
Merrick Bank 1.8 6/19/2020	59013JYV5	0.39	Negotiable Certificate Of Deposit	6/19/2017	1.800	249,000.00	249,000.00	244,866.60	6/19/2020	811
Morgan Stanley Bank 1.7 8/12/2019	61747MXT3	0.39	Negotiable Certificate Of Deposit	8/10/2017	1.700	247,000.00	247,000.00	245,172.20	8/12/2019	499
Morgan Stanley Private Bank 1.7 8/12/2019	61760ACV9	0.39	Negotiable Certificate Of Deposit	8/10/2017	1.700	247,000.00	247,000.00	245,172.20	8/12/2019	499
Morton Community Bank 1.6 6/16/2020	619165GX5	0.38	Certificate Of Deposit	12/16/2016	1.600	249,000.00	249,000.00	243,820.80	6/16/2020	808
Northfield Bank 1.85 10/26/2020	66612ABW7	0.38	Negotiable Certificate Of Deposit	10/25/2017	1.850	247,000.00	247,000.00	242,381.10	10/26/2020	940
Oriental B&T 1.65 6/18/2018	686184VL2	0.39	Negotiable Certificate Of Deposit	12/16/2015	1.650	248,000.00	248,000.00	247,925.60	6/18/2018	79
Pacific Premier Bank 2.4 2/22/2021	69478QEX4	0.39	Negotiable Certificate Of Deposit	2/21/2018	2.400	248,000.00	248,000.00	246,338.40	2/22/2021	1,059
Peapack Gladstone Bank 1.4 4/17/2018	704692AH5	0.39	Negotiable Certificate Of Deposit	4/17/2014	1.400	249,000.00	249,000.00	249,024.90	4/17/2018	17
Providence Bank 1.3 12/28/2018	74374MAE4	0.39	Certificate Of Deposit	12/28/2016	1.300	249,000.00	249,000.00	247,854.60	12/28/2018	272
Sallie Mae 2.2 11/4/2020	795450VW3	0.39	Negotiable Certificate Of Deposit	11/4/2015	2.200	247,000.00	247,000.00	244,777.00	11/4/2020	949
Southern First Bank 2.25 2/18/2020	84287PFL1	0.39	Negotiable Certificate Of Deposit	2/16/2018	2.250	247,000.00	247,000.00	245,913.20	2/18/2020	689
Southern States Bank 2.25 8/24/2020	843879BF3	0.39	Negotiable Certificate Of Deposit	2/23/2018	2.250	249,000.00	249,000.00	247,057.80	8/24/2020	877
State Bank India 2.4 3/14/2022	8562846Z2	0.38	Certificate Of Deposit	3/14/2017	2.400	247,000.00	247,000.00	243,986.60	3/14/2022	1,444
Stearns Bank 1.75 5/26/2020	857894TQ2	0.39	Negotiable Certificate Of Deposit	5/24/2017	1.750	249,000.00	249,000.00	244,767.00	5/26/2020	787
Sussex Bank 1.45 8/29/2018	86933DAM4	0.39	Negotiable Certificate Of Deposit	12/29/2015	1.450	248,000.00	248,000.00	247,702.40	8/29/2018	151
Synchrony Bank 2.2 9/18/2020	87164YKB9	0.39	Negotiable Certificate Of Deposit	9/18/2015	2.200	247,000.00	247,000.00	244,900.50	9/18/2020	902
Third Federal S&L 2 7/28/2021	88413QBN7	0.38	Negotiable Certificate Of Deposit	7/28/2017	2.000	247,000.00	247,000.00	241,689.50	7/28/2021	1,215
TriState Capital Bank 2.45 9/28/2020	89677DEZ5	0.39	Negotiable Certificate Of Deposit	3/28/2018	2.450	247,000.00	247,000.00	246,135.50	9/28/2020	912
Unity Bank 1.7 12/30/2019	91330LAD5	0.39	Certificate Of Deposit	6/30/2015	1.700	249,000.00	249,000.00	246,584.70	12/30/2019	639
Webster Bank 1.8 6/11/2019	94768NJS4	0.39	Negotiable Certificate Of Deposit	6/11/2014	1.800	247,000.00	247,000.00	246,481.30	6/11/2019	437
Wells Fargo 1.5 12/17/2018	9497482Z9	0.39	Negotiable Certificate Of Deposit	12/17/2015	1.500	249,000.00	249,000.00	248,526.90	12/17/2018	261
WEX Midvale Bank 1.8 6/2/2020	92937CFS2	0.38	Negotiable Certificate Of Deposit	6/2/2017	1.800	247,000.00	247,000.00	243,023.30	6/2/2020	794
Whitney Bank 1.65 4/22/2019	966594AY9	0.39	Certificate Of Deposit	4/20/2017	1.650	249,000.00	249,000.00	247,829.70	4/22/2019	387

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Worlds Foremost Bank 1.4 3/22/2019	981571BZ4	0.31	Certificate Of Deposit	3/24/2016	1.400	200,000.00	200,000.00	198,780.00	3/22/2019	356
Sub Total / Average		28.59			1.825	18,299,000.00	18,299,000.00	18,129,934.10		689
Obligation of the US Government										
T-Note 1 5/31/2018	912828VE7	1.58	Treasury Note	6/6/2013	1.010	1,000,000.00	999,500.00	998,800.00	5/31/2018	61
Sub Total / Average		1.58			1.010	1,000,000.00	999,500.00	998,800.00		61
Total / Average		100			1.581	64,068,150.35	64,062,753.35	63,406,334.45		650



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF 6/20/18

AGENDA ITEM NUMBER C-1

APPROVED BY



GRANT ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT:

PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2018/19 ACTION PLAN, APPROVING ALLOCATIONS AND AUTHORIZING THE CITY ADMINSTRATOR TO SIGN THE CERTIFICATIONS

RECOMMENDATION:

Staff recommends Council open the public hearing and consider public input regarding the adoption of the Community Development Block Grant (CDBG) 2018/19 Action Plan. The CDBG Advisory Committee (AC) and Staff have offered Council recommendations for allocating the City's CDBG funding for FY 2018/2019 and Council approved recommended allocations during its May 16, 2018 Council meeting. Staff now recommends that Council adopt as final these allocations and authorize the City Administrator to sign the Certifications for those allocations.

DISCUSSION:

The purpose of this public hearing is for Council to receive final public input on the proposed Action Plan and approve such plan as it will be submitted for approval to the U.S. Department of Housing and Urban Development. The accompanying attachment to this report details staff's recommendations, the AC recommendations as well as the Council's May 16, 2018 approval of the AC's allocations. (Please see *Attachment A*.)

The AC held a public meeting to interview applicants and discuss the merits of their applications on April 19, 2018 and again on May 7, 2018 to finalize the allocation proposals. City staff thoroughly advised the AC of the City's priority rankings of our public services and capital needs under this year's Action Plan to ensure that the recommendations were consistent with the Department of Housing and Urban Development (HUD) requirements for funding CDBG projects and the City of Madera HUD-approved five-year (2015-2019) Consolidated Plan.

Staff's process to obtain public input is detailed in *Attachment B: Public Outreach Documentation, Advisory Committee Survey Results and Consolidated Plan Fourth Year Priority Needs and Goals*.

Through this extensive input process, the areas that community members identified as key priorities that should be addressed under HUD CDBG funding this upcoming year, and which are consistent with the Consolidated Plan were the following:

To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness.
Programs to engage youth in leadership, college readiness, employment and life skills training
Programs, services and community facilities to support seniors' wellness, nutrition and recreation
Installation or reconstructing of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

Applications that addressed any of these priority needs were ranked higher by the AC. Staff must justify how a proposal for an allocation complies with the Action Plan's priorities and is consistent with the Consolidated Plan to HUD, to have the Action Plan approved.

Following the May 16th meeting, a 30-day review period, as required, began. No written or verbal comments were received. Staff supports the allocations made during the May 16th meeting. The allocations for programs and projects are consistent with input received during the public input process, with the goals and priorities in the 2015/2019 Consolidated Plan and HUD's national objectives. Consequently, staff recommends that Council approve the allocations as derived during the May 16th meeting thereby allowing staff to move forward and submit the 2018/2019 Action Plan to HUD. Please see *Attachment C: Draft 2018/2019 Action Plan*.

FINANCIAL IMPACT:

This is a Federal grant and the ultimate allocation of the available funding may affect the General Fund through increased revenues or expenditures, which would be approved by Council.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Given the broad scope of this grant, Action Plan activities have the potential to advance an extensive number of the Vision Plan's objectives. The Advisory Committee's funding allocations are consistent with CDBG regulations, the Consolidated Plan and promote the aspirations of the Vision Madera 2025 Plan.

RESOLUTION NO. 18-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2018/19 ACTION PLAN, APPROVING ALLOCATIONS AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE CERTIFICATIONS

WHEREAS, a series of public input meetings and public hearings were held to seek citizens' input into developing the Community Development Block Grant (CDBG) 2018/19 Action Plan;

WHEREAS, during two public hearings the CDBG Advisory Committee (AC) established funding recommendations regarding the City's final formula grant allocation; and

WHEREAS, the City Council of the City of Madera, California, allocated HUD's final formula grant allocation as provided in Attachment A.

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

1. The above recitals are true and correct.
2. The Program and Project allocations set forth on Attachment A attached hereto are hereby approved.
3. The City Administrator is authorized to sign certifications as necessary to effectuate the Action Plan.
4. Staff is authorized to submit the Action Plan to the Department of Housing and Urban Development.
5. This resolution is effective immediately upon adoption.



**City of Madera 2018/2019
Community Development Block Grant Programs and Projects**



Activity Type	Maximum Allocation	Proposal	Amount Requested	Review Committee 04/19/18	Staff Recommends	Review Committee 05/07/18	City Council 05/16/18	City Council 06/20/18
ADMINISTRATION	\$ 174,413	Local Administration	\$ 143,273	\$ 119,200	\$ 147,463	\$ 147,463	\$ 147,463	\$ 147,463
		Madera Rescue Mission	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
		Fresno/Madera Continuum of Care	\$ 16,950	\$ 14,073	\$ 16,950	\$ 16,950	\$ 16,950	\$ 16,950
		Total Administration:	\$ 170,223	\$ 143,273	\$ 174,413	\$ 174,413	\$ 174,413	\$ 174,413
Activity Type	Maximum Allocation	Proposal	Amount Requested	Review Committee 04/19/18	Staff Recommends	Review Committee 05/07/18	City Council 05/16/18	City Council 06/20/18
PUBLIC SERVICES	\$ 130,810	Retraining the Village - Hybrid Home Interim Shelter	\$ 26,000					
		Youth Leadership Institute	\$ 10,000		\$ 11,678	\$ 10,000	\$ 10,000	\$ 10,000
		Madera Rescue Mission	\$ 25,000	\$ 10,000		\$ 10,000	\$ 10,000	\$ 10,000
		Madera Coalition for Community Justice	\$ 19,369	\$ 10,000	\$ 11,678	\$ 10,000	\$ 10,000	\$ 10,000
		Doors of Hope	\$ 27,000			\$ 6,678	\$ 6,678	\$ 6,678
		Pequeños Empresarios	\$ 80,000			\$ 6,678	\$ 6,678	\$ 6,678
		Parks Senior Services	\$ 107,454	\$ 87,454	\$ 107,454	\$ 87,454	\$ 87,454	\$ 87,454
Total Public Services:	\$ 294,823	\$ 107,454	\$ 130,810	\$ 130,810	\$ 130,810	\$ 130,810	\$ 130,810	
Activity Type	Allocation	Proposal	Amount Requested	Review Committee 04/19/18	Staff Recommends	Review Committee 05/07/18	City Council 05/16/18	City Council 06/20/18
CAPITAL PROJECTS/ PUBLIC IMPROVEMENTS	\$ 584,966	Parks ADA Improvements Phase II	\$ 50,000	\$ 50,000	\$ 86,516	\$ 97,966	\$ 97,966	\$ 97,966
		Engineering Virginia Lee Rose Pedestrian Improvements	\$ 25,000	\$ 25,000	\$ 31,900	\$ 32,000	\$ 32,000	\$ 32,000
		Engineering HAWK Signal at Stadium Rd. and Gary	\$ 140,000	\$ 140,000	\$ 154,500	\$ 140,000	\$ 140,000	\$ 140,000
		Madera Housing Authority - Temporary Housing for Homeless Families at Pomona Ranch Housing Center	\$ 197,000	\$ 173,758	\$ 182,000	\$ 185,000	\$ 185,000	\$ 185,000
		Public Works Millview Community Center New Roof	\$ 95,000	\$ 95,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000
Total Capital Projects/Public Improvements:	\$ 507,000	\$ 483,758	\$ 584,916	\$ 584,966	\$ 584,966	\$ 584,966	\$ 584,966	

Total	\$ 890,189
--------------	-------------------



Attachment B

**COMMUNITY DEVELOPMENT BLOCK GRANT 2018/2019
REVIEW COMMITTEE SURVEY RESULTS**

Question No. 1: Your willingness to continue serving on the RAC	
Alyssia Arredondo	Willing
Candace Talley	Willing
Jason Lorance	sure ?
Kenneth Hutchings	As you may recall, I was super frustrated following last year's process when the City Council basically held another public hearing and gave little heed to the RAC recommendations. In addition, the firm I work for was disqualified from potential work on a project involving CDBG funds because of my involvement with the RAC. Thus, my willingness to serve is questionable at this time.
Linda Clark	Please see attached.
Pete Nijjar	Yes

Question No. 2: Your willingness to attend a workshop in advance of the public meeting.	
Alyssia Arredondo	Willing
Candace Talley	Willing
Jason Lorance	Sure
Kenneth Hutchings	No response.
Linda Clark	I would appreciate a Workshop prior to the Public Meeting, in the event there are updates to the Consolidated Plan needs and priorities. An overview of Roberts Rule of Order and the Brown Act assures that the RAC Committee members have the same information of processes. There might also be a short question and answer period, whereas the RAC Committee would hear the information at the same time. Communication is key.
Pete Nijjar	-sure it should be done about a couple of weeks before the meeting.

**COMMUNITY DEVELOPMENT BLOCK GRANT 2018/2019
REVIEW COMMITTEE SURVEY RESULTS**

Question No. 3: Your thoughts about improving the applications. For example, limiting narrative sections of the application to 400 +/- characters and any other improvements.	
Alyssia Arredondo	Need more time to consider improvements. However, it appears to contain redundancies.
Candace Talley	Limiting narrative is good idea, more succinct.
Jason Lorance	Good idea
Kenneth Hutchings	Given the competition for the funds, I believe that any information regarding the performance is always helpful.
Linda Clark	Improving the application – (Questions 4 & 5 are a part of the current application and should be priority along with other suggested improvements.
Pete Nijjar	No response.

Question No. 4: Your preference, if any, to learn about past and present performance of applicants.	
Alyssia Arredondo	Necessary
Candace Talley	I would like to learn about past and present performance.
Jason Lorance	YES, would like to know performance of money allocated
Kenneth Hutchings	No response.
Linda Clark	I am interested in past and present performance and outcomes of applicant.
Pete Nijjar	yes should present actual work done in the past with real numbers.

**COMMUNITY DEVELOPMENT BLOCK GRANT 2018/2019
REVIEW COMMITTEE SURVEY RESULTS**

Question No. 5: Suggestion for the format used to rate and rank applications.	
Alyssia Arredondo	The rating system should be vetted and a comparative analysis should be performed by reviewing other systems for similar awards. I will provide more comment and suggestions later.
Candace Talley	Depends on how many there are, yet there should be some sort of ranking case someone calls out what the RAC is doing.
Jason Lorance	None
Kenneth Hutchings	No response.
Linda Clark	Prior awarded dollars received, performance of program, positive outcomes of prior years, letters from customers/clients.
Pete Nijjar	We should develop a format line a standard form with questions that the applicant answers.

Question No. 6: Recommendations for expediting applicant presentations.	
Alyssia Arredondo	Applications should be reviewed in advance by the committee with opportunity to ask questions of the applicants.
Candace Talley	No.
Jason Lorance	None
Kenneth Hutchings	During the years that I served on the RAC, I have felt that the meetings have been of reasonable length, thus I do not feel that expediting applicant presentation is a crucial matter.
Linda Clark	N/A
Pete Nijjar	we should discuss this at the workshop meeting.

**COMMUNITY DEVELOPMENT BLOCK GRANT 2018/2019
REVIEW COMMITTEE SURVEY RESULTS**

Question No. 7: Recommendations for determining the Chair in advance of the public meeting. The Chair presents recommend allocations the City Council.	
Alyssia Arredondo	Nominations should be made along with rationale for why? Then then committee should on the nominees.
Candace Talley	Ask if anyone is interested in doing it.
Jason Lorance	None
Kenneth Hutchings	If I do decide to serve on the RAC, I do not want to serve as Chair again. My attendance at the Council Meeting earlier this year just left too much of a bad taste.
Linda Clark	Committee Member send letter of interest for RAC Chair or hold a special meeting to vote.
Pete Nijjar	let us have a vote on electing the chair either at the workshop meeting or by e mail.



Frank Bergon

CONSOLIDATED PLAN PRIORITY NEEDS AND GOALS

Public Services

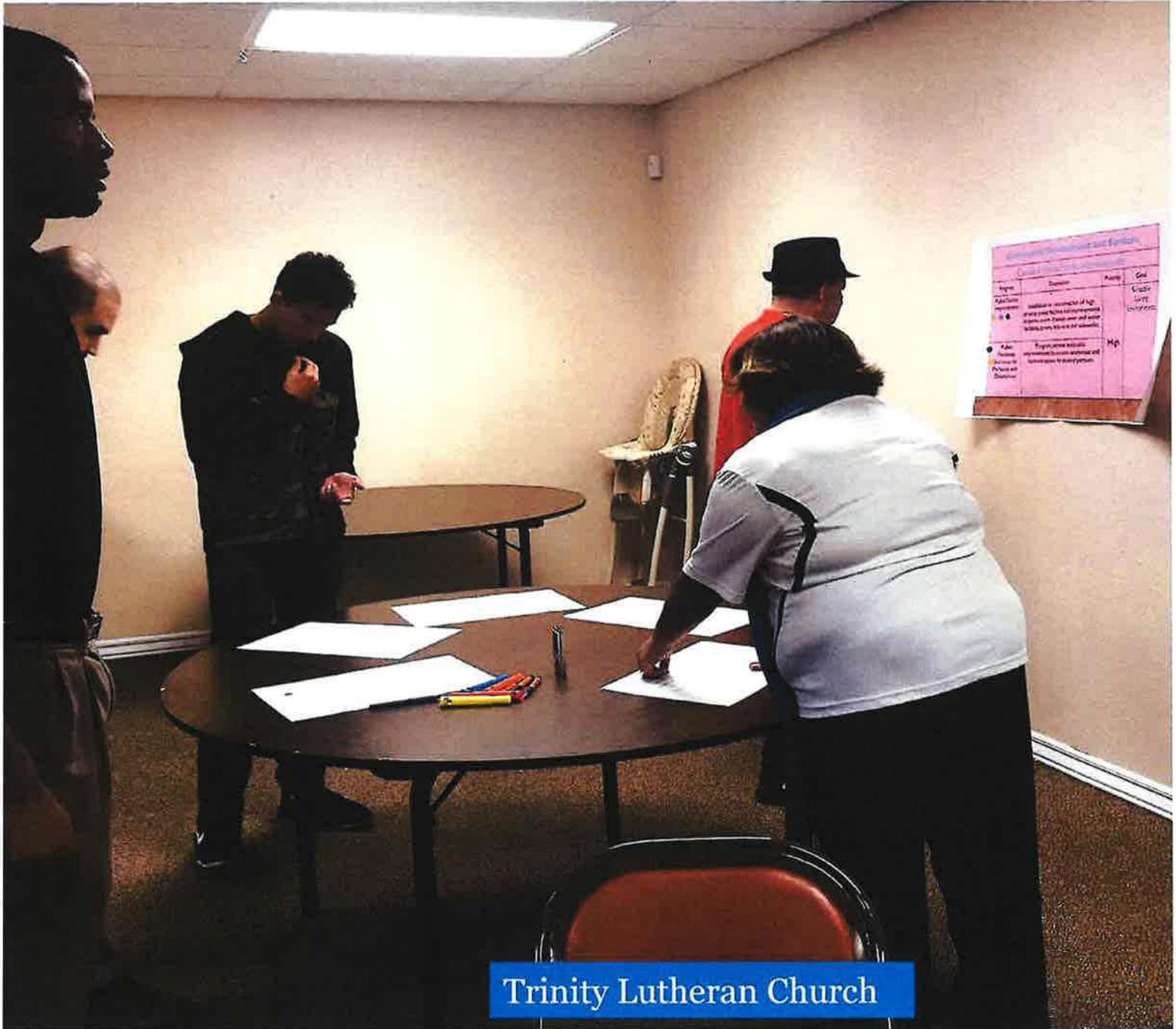
Program	Description	Priority	Goal
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.	High	Suitable Living Environment
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.		Suitable Living Environment Expanded Economic Opportunities

Frank Bergon

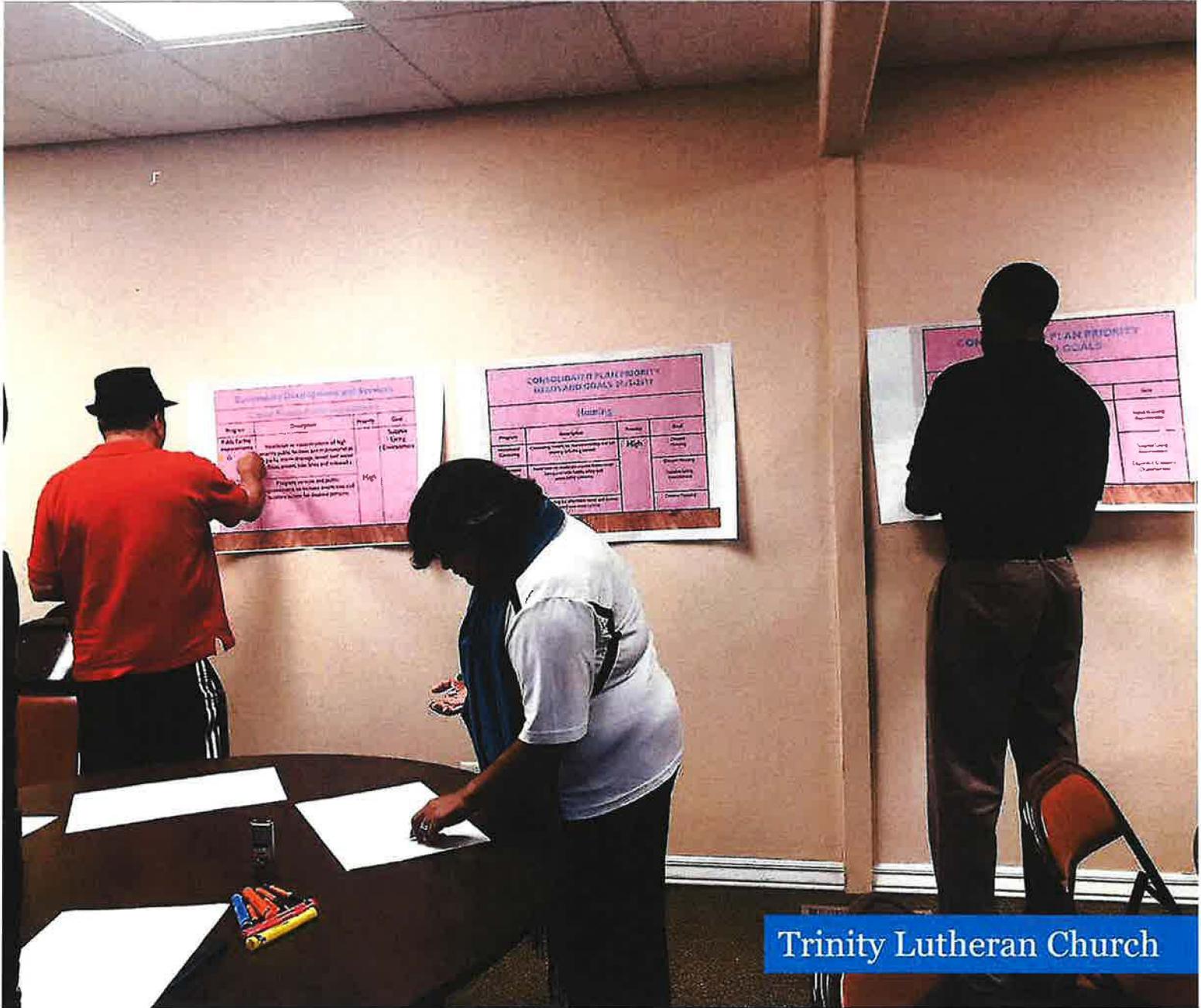
Community Development and Services

Capital Projects/Public Improvements

Program	Description	Priority	Goal
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.	High	Suitable Living Environment
Public Facilities: Services for Persons with Disabilities	Program, services and public improvements to increase awareness and facilitate access for disabled persons.		



Trinity Lutheran Church



Trinity Lutheran Church

**CONSOLIDATED PLAN PRIORITY
NEEDS AND GOALS 2015-2019**

Housing

Program	Description	Priority	Goal
Homebuyer Counseling	Counseling renters for homeownership and for existing defaulting owners	High	Decent Housing
Homeowner Residential Rehabilitation and Modernization	Assist low- to moderate-income homeowner occupants with health, safety and accessibility concerns		Decent Housing Suitable Living Environment
Affordable Housing	To seek funding for affordable rental and occupied new construction		

Community Development and Services

Capital Projects/Public Improvements

Program	Description	Priority	Goal
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.	High	Suitable Living Environment
Public Facilities: Services for Persons with Disabilities	Program, services and public improvements to increase awareness and facilitate access for disabled persons.		

Trinity Lutheran Church

Trinity Lutheran Church, Wednesday, March 14, 2018
 Specific Public Services Improvements

Facilities for abused, abandoned and neglected children's services	
Facilities for the disabled	
Senior centers	
Health care facilities	
Public art	
Parks and recreational facilities	
Health care facilities	
Child care services	
Senior centers	
Fire stations	
Police stations	

Trinity Lutheran Church, Wednesday, March 14, 2018
 Specific Public Services Improvements

Abused, abandoned and neglected children's services	
Employment training services	
Youth services	
Widowed and abused spouses' services	
Substance abuse services	
Crime awareness/prevention services	
Disability services	
Homeless services	
Health services	
Other services	
Other services	

Trinity Lutheran Church, Wednesday, March 14, 2018
 Specific Infrastructure and Neighborhood Improvements

Street Improvements	
Lighting Improvements	
Sidewalk Improvements	
Water/Sewer Improvements	
Storm Water and Drainage Improvements	
Playgrounds	
Acquisition and Clearance of Vacant Lots	
Landscaping Improvements	
Neighborhood Signage	
Tree Planting	
ADA Accessibility to Public Facilities	
Public Art	

Trinity Lutheran Church

Specific Public Service Improvements

- Abused, abandoned and neglected children's services
- Employment training services
- Youth services
- Battered and abused spouses' services
- Substance abuse services
- Crime awareness/prevention services
- Disability services
- Homeless services
- Mental health services
- Childcare services
- Transportation services
- Senior services
- Health services
- Legal services

Leadership programs

nutrients

City Hall Conference Room

CONSOLIDATED PLAN PRIORITY NEEDS AND GOALS 2015-2017

Housing

Description	Goal
Develop new for rent units and increase affordable housing	...
...	...
...	...
...	...
...	...



CONSOLIDATED PLAN PRIORITY NEEDS AND GOALS 2015-2017

Program
...
...
...
...
...



CONSOLIDATED PLAN FOURTH YEAR PRIORITY NEEDS AND GOALS

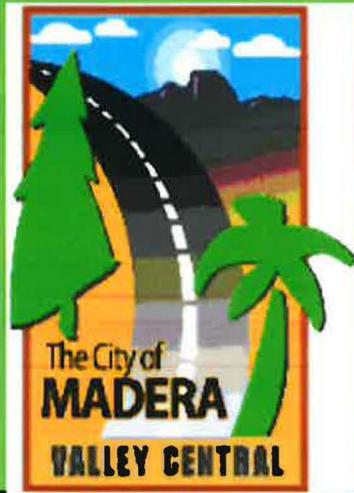


	Frank Bergon Senior Center, Tuesday, 03/13/18	Trinity Lutheran Church, Wednesday, 03/14/08	City Hall Conference Room, Tuesday, 03/20/18	Total
Administration				
Studies and plans to facilitate increase affordable housing, environmental reviews, housing inventories to improve quality of				
Planning Activities	0	0	0	0
Homeless Services and Facilities	4	1	33	38
Fair Housing Activities	0	0	0	0
Public Services				
Senior Services Programs	1	3	11	15
Youth Services Programs	2	1	20	23
Capital Projects/Public Improvements				
Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water				
Public Facility Improvements	1	3	2	6
Services for Persons with Disabilities Programs	1	2	2	5
Housing				
Homebuyer Counseling	0	0	0	0
Homeowner Residential Rehabilitation and				
Modernization	0	1	0	1
Affordable Housing	0	2	2	4

CONSOLIDATED PLAN FOURTH YEAR PRIORITY NEEDS AND GOALS

		Frank Bergon Senior Center, Tuesday, 03/13/18	Trinity Lutheran Church, Wednesday, 03/14/08	City Hall Conference Room, Tuesday, 03/20/18	Total
Administration					
Planning Activities	Studies and plans to facilitate increase affordable housing, environmental reviews, housing inventories to improve quality of life in CDBG census tracts	0	0	0	0
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness	4	1	33	38
Fair Housing Activities	To fund fair housing education, training, counseling and renter/buyer audits.	0	0	0	0
Public Services					
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.	1	3	11	15
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.	2	1	20	23
Capital Projects/Public Improvements					
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.	1	3	2	6
Services for Persons with Disabilities	Programs, services and public improvements to increase awareness and facilitate access for disabled persons.	1	2	2	5
Housing					
Homebuyer Counseling	Counseling renters for homeownership and for existing defaulting owners	0	0	0	0
Homeowner Residential Rehabilitation and Modernization	Assist low- to moderate-income homeowner occupants with health, safety and accessibility concerns.	0	1	0	1
Affordable Housing	To seek funding for affordable rental and owner-occupied new construction	0	2	2	4
SPECIFIC PUBLIC SERVICE IMPROVEMENTS					
		0	0	0	0
	Employment training services	0	0	4	4
	Disability Services	0	0	2	2
	Youth Services	4	4	0	8
	Childcare Services childrens' nutrition	1	1	1	3
	Substance abuse services	0	1	0	1
	Homeless services	0	1	3	4
	Battered and abused spouses' services	1	0	0	1
	Transportation Services	0	0	2	2
	Senior Services	0	0	1	1
	Legal Services	0	0	2	2
	Services for persons with HIV/AIDS	0	0	1	1
	Spay/Neuter Voucher Program for City Residents	0	0	6	6
SPECIFIC INFRASTRUCTURE AND NEIGHBORHOOD IMPROVEMENTS					
	Playgrounds	1	1	0	2
	Landscaping Improvements	1	1	1	3
	ADA Accessibility to Public Facilities	1	1	1	3
	Street Improvements	0	1	2	3

CONSOLIDATED PLAN FOURTH YEAR PRIORITY NEEDS AND GOALS				
SPECIFIC INFRASTRUCTURE AND NEIGHBORHOOD IMPROVEMENTS				
Lighting Improvements	0	0	1	1
Sidewalk Improvements	0	0	1	1
Storm Water and Draiage Improvements	0	0	1	1
Tree Planting	0	1	0	1
Public Art	0	1	0	1
Homeless facilities (transitional and emergency shelters)	0	1	0	1
Police Stations	0	1	0	1
SPECIFIC HOUSING IMPROVEMENTS				
Permanent housing for the homeless	0	1	0	1
	0	0	0	0
SPECIFIC PUBLIC FACILITIES				
	0	0	0	0
	0	0	0	0
Facilities for abused, abandoned and neglected children.	0	0	5	5
Homeless facilitiesd (transitional and emergency shelters).	0	0	2	2



**City of Madera
Community Development
Block Grant**

**2018/2019
Action Plan
Prepared by:
Ivette Iraheta,
Grants Administrator
Jorge Antonio Rojas,
Program Manager—Grants**



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2018/2019 Action Plan outlines the City's use of CDBG funds, and it is required by HUD for the City to use its CDBG allocation.

Past Performance

Past performance consisted of activities to address code enforcement, graffiti abatement and senior, youth and homeless services.

Summary of Citizen Participation and Consultation Process

During the process to prepare the 2018/2019 CDBG Action Plan, staff conducted workshops and public input meetings as follows:

St. Mary's Neighborhood Watch meeting Tuesday, February 6, 2018.

Social Agencies Linking Together (S.A.L.T.) meeting Thursday, February 8, 2018.

Published bilingual notices in the Madera Tribune Wednesday, March 7, 2018.

Hand-delivered the bilingual notices to 24 locations consisting of social service agencies, the Housing Authority, the Madera County Library, senior centers, schools and grocery stores on Friday, March 9, 2018.

Mailed 46 bilingual notices to churches, non-profits and service providers.

Provided CDBG presentations and obtained input at three noticed Public Input meetings on:

Tuesday, March 13, 2018 at the Frank Bergon Senior Center

Wednesday, March 14, 2108 at Trinity Lutheran Church

Tuesday, March 20, 2018 in the City Hall Conference Room.

Published bilingual notices in the Madera Tribune Saturday, March 24, 2018.

Bilingual notice published in the April 2018 City Utility Billing newsletter.

Workshop for the CDBG Advisory Committee to present details about staff's methodology to obtain citizen input and the results, define the Committee's role, Committee's survey results, feasibility of a desktop review and interview format versus presentations from applicants for the current funding round, etc. to finalize this year's Action Plan's process.

Summary of Public Comments

Community organization representatives and the public expressed the need for services to assist with homelessness, youth, pregnancy, seniors, ADA and pedestrian improvements.

Summary of Comments or View not Accepted and the Reasons for not Accepting Them

One applicant's proposal was not funded by the Advisory Committee. The letter provided the applicant outlined what the Advisory Committee identified as incomplete about the directions provided to the applicant last year.

Consultation

This Action Plan's consultation was carried out by staff. For the remaining years of the Consolidated Plan, staff will reach out by attending Neighborhood Watch and other group meetings.

Continuum of Care Coordination

The Fresno Madera Continuum of Care (FMCoC) provides comprehensive homeless and housing services to individuals in both the Fresno and Madera regions. The Community Action Partnership of Madera County (CAPMC) also works alongside the FMCoC. CAPMC coordinates local efforts to carry out the Point In Time Count and to coordinate services for Madera's homeless population.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

One objective is to address homelessness through the Community Action Partnership of Madera County and the Housing Authority of the City of Madera. Additionally, services for youth and seniors, job training, improvements to pedestrian and traffic safety will continue to be prioritized.

The chart below provides a list of the funded activities.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City reports on its progress towards goals set in the Consolidated Plan and Annual Action Plans in the Consolidated Annual Performance and Evaluation Report (CAPER). The City continues to make progress toward the cumulative housing and community development goals set in the 2015-2019 Consolidated Plan.

For many years, CDBG has funded Neighborhood Revitalization, Graffiti Abatement and Senior Services activities. Additional priorities in the Consolidated Plan identify needs for employment programs, services for homeless persons and activities to address our aging housing units. Although these continue to be expressed priorities by community group representatives, we will continue to demand for improved/enhanced outcomes under these priorities, yet these priorities are not funded. We anticipate addressing these needs throughout the remaining years of the Consolidated Plan.

Through the input received, decisions were made to fund activities as follows:

- Youth Programs
- Facility Improvements

- Senior Services

- Workforce Education and Training

- Funding to coordinate local efforts to address homelessness and collaboration with the Fresno/Madera Continuum of Care

- Funding to convert migrant housing for homeless families during winter months

- Intersection and pedestrian improvements

- Sidewalk improvements

The City of Madera also promotes homeownership among first-time low-income homebuyers through a down payment assistance program. The program is funded using CalHOME funds. Since the 2010/2011 program year, the City has assisted about 47 households through this program.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As part of the allocation process, staff obtained public input by posting bilingual flyers throughout the city, at City Hall, the Housing Authority of the City of Madera and the Madera County Library. Bilingual notices were published in the Madera Tribune. Notices were also posted in grocery stores, social service agencies and community/senior centers, the Housing Authority of the City of Madera and the Madera County Library. Staff emailed the notice and public service and project applications to applicants. Staff also posted the Notice of Public Input Meetings and Hearings on the City's website: www.cityofmadera.ca.gov.

Staff attended a Neighborhood Watch meeting on February 23, 2017, and public input meetings were held March 2, 7 and 9, 2017 to solicit input about service and capital needs. On March 23, 2017, the Review Advisory Committee received presentations from applicants applying for CDBG allocations in the categories of Administration, Public Services and Capital Improvements/Public Facilities. The Review and Advisory Committee's recommended allocations were presented to the City Council April 5, 2017. City Council approved the final Action Plan May 17, 2017. Included in Council's approval, all allocations are estimated and are authorized to be proportionally increased or decreased from the estimated funding allocations to match the actual allocation amount.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the Neighborhood Watch meeting on February 23, 2017, seniors provided comments as follows:

- They expressed appreciation for the services that are offered for them.
- They also expressed that resources for groups such as children and youth is important.

In addition, during the March 9, 2017 input meeting applicants in attendance expressed comments about their programs as follows:

- There is a need to house homeless Veterans and homeless persons/families.
- Youth need to express themselves through art.
- Employment training is needed because Madera has a large percentage of unemployed adults without high school diplomas.
- Grade school children need activities to help them increase their self-esteem and prepare them to be successful.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments or views were presented to accept and, therefore, there are no reasons for not accepting them.

7. Summary

The citizen participation process provided input to address topics specific to Madera's demographics. For example, the lack of housing for homeless families resulted in the Housing Authority of the City of Madera receiving an allocation to retrofit migrant housing for homeless families during the winter months. Youth and school-age children will have the opportunity to increase their self-expression skills and self-esteem. In addition, unemployed adults without high school diplomas will have access to employment and training programs.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Preparer/Administrator	City of Madera	Grants Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Madera Grant Administration Department is the Lead Agency for administration of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant program. The Grants Department is also responsible for the preparation of the Consolidated Plan, Annual Action Plans, and Consolidated Annual Performance and Evaluation Reports (CAPER).

Consolidated Plan Public Contact Information

Jorge Antonio Rojas

Program Manager - Grants

City of Madera

205 W. Fourth Street

Madera, CA 93637

559-661-3693

jrojas@cityofmadera.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In preparing the Action Plan, the City consulted with a variety of agencies, including local and regional service providers, the Housing Authority, business groups, and many others. The City also attended meetings and spoke with local housing and homeless service providers to gain additional input. The goal of the consultation process was to gather data, inform the community, and determine priority needs of Madera residents in order to further develop the priorities and strategies contained within this one-year plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Madera, with assistance from Mintier Harnish Planning Consultants, facilitated a comprehensive outreach effort to enhance coordination and discuss new approaches and efficiencies with public and assisted housing providers; health, mental health, and service agencies; and other representative stakeholders that use funding for eligible activities, projects, and programs.

The City of Madera, with assistance from Mintier Harnish Planning Consultants, facilitated a comprehensive outreach effort to enhance coordination and discuss new approaches and efficiencies with public and assisted housing providers; health, mental health, and service agencies; and other representative stakeholders that use funding for eligible activities, projects, and programs.

The outreach and consultation strategies of the City included the formation of community outreach partnerships with housing, service, and mental health providers, workforce developers, community advocates, the real estate community, and others. The partners alerted their clients and program beneficiaries that an important planning process was being undertaken and encouraged active participation by beneficiaries in order to create a plan that reflected the needs of the community. The City also reached out to community business leaders, including those of the real estate development profession, as well as public agencies and departments of both the City and County of Madera. This was done in an effort to spread the word about the Consolidated Plan process, the Community Needs Survey, the Community Forum, and the Focus Group Meetings. For a detailed discussion on Citizen Participation, see section PR-15: Citizen Participation, below.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Fresno-Madera Continuum of Care (FMCoC) provides comprehensive homeless and housing services to individuals in both the Fresno and Madera regions. FMCoC assists homeless persons make the transition from homelessness to independent or supportive permanent housing. FMCoC provides access to education, health and mental health services, employment training, and life skills development. In 2018, FMCoC is comprised of 18 members from a broad spectrum, including service providers, government agencies, and community coalitions.

The Community Action Partnership of Madera County worked alongside the Fresno Madera Continuum of Care to conduct the unsheltered and sheltered Homeless Point-In-Time County that took place January 23, 24 and 25, 2018. The Continuum provided the approved methodology and guided the process and planning of the homeless count, all with feedback on the pertinent characteristics of Madera County to take into consideration for the count. Based off the preliminary count numbers, there were 178 total unsheltered individuals tallied; 12 unsheltered veterans, 132 unsheltered males and 46 unsheltered females. The count identified 92 sheltered individuals. In the City of Madera, there were 127 homeless individuals counted; 33 in the outskirts of Madera, 6 in Eastern Madera County and 12 in Chowchilla.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Madera does not apply for ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Fresno Housing Authority	The Strategic Plan and the Fresno/Madera Continuum of Care both address the need to provided services and housing for homeless persons and families.
Madera Housing Authority Agency Plan	Madera Housing Authority	The Strategic Plan and the Madera Housing Authority's Plan both address the need to provide housing for low/moderate income persons and households and persons with disabilities.
CAPMC Agency Plan	Community Action Partnership of Madera County	The Strategic Plan and the CAPMC Plan both address the need for services to low and moderate income persons and households.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

During the process to prepare the 2018/2019 CDBG Action Plan, staff conducted workshops and public input meetings as follows:

St. Mary's Neighborhood Watch meeting Tuesday, February 6, 2018.

Social Agencies Linking Together (S.A.L.T.) meeting Thursday, February 8, 2018.

Published bilingual notices in the Madera Tribune Wednesday, March 7, 2018.

Hand-delivered the bilingual notices to 24 locations consisting of social service agencies, the Housing Authority, the Madera County Library, senior centers, schools and grocery stores on Friday, March 9, 2018.

Mailed 46 bilingual notices to churches, non-profits and service providers.

Provided CDBG presentations and obtained input at three noticed Public Input meetings on:

Tuesday, March 13, 2018 at the Frank Bergon Senior Center

Wednesday, March 14, 2108 at Trinity Lutheran Church

Tuesday, March 20, 2018 in the City Hall Conference Room.

Published bilingual notices in the Madera Tribune Saturday, March 24, 2018.

Bilingual notice published in the April 2018 City Utility Billing newsletter.

Workshop for the CDBG Advisory Committee to present details about staff's methodology to obtain citizen input and the results, define the Committee's role, Committee's survey results, feasibility of a desktop review and interview format versus presentations from applicants for the current funding round, etc. to finalize this year's Action Plan's process.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>Staff members from the Community Action Partnership of Madera County, the Madera Housing Authority, Madera Coalition for Community Justice, Retraining the Village, Madera County Workforce Investment Corporation, Doors of Hope, City of Madera Engineering Department and Parks & Community Services Department, and Peuenos Empresarios.</p>	<p>During the input meetings, participants identified key priorities as follows: Funding for services and facilities serving the homeless. Programs to engage youth in leadership and college readiness. Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.</p>		

2	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>Staff members from the Community Action Partnership of Madera County, the Madera Housing Authority, Madera Coalition for Community Justice, Retraining the Village, Madera County Workforce Investment Corporation, Doors of Hope, City of Madera Engineering Department and Parks & Community Services Department, and Pequeños Empresarios.</p>	<p>In addition, during the March 13, 14 and 20, 2018 input meetings and the May 16th City Council meeting, persons in attendance identified priority needs as follows: There is a need to house homeless Veterans and homeless persons/families. Youth need to express themselves through art. Employment training is needed because Madera's has a large percentage of unemployed adults without high school diplomas. Grade school children need activities to help them increase their self-esteem and prepare them to be successful. The need for pedestrian</p>		
---	----------------	--	--	--	--	--

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
				improvements near elementary schools.		

3	Newspaper Ad	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>Staff members from the Community Action Partnership of Madera County, the Madera Housing Authority, Madera Coalition for Community Justice, Retraining the Village, Madera County Workforce Investment Corporation, Doors of Hope, City of Madera Engineering Department and Parks & Community Services Department, and Pequeños Empresarios.</p>	<p>In addition, during the March 13, 14 and 20, 2018 input meetings and the May 16th City Council meeting, persons in attendance identified priority needs as follows: There is a need to house homeless Veterans and homeless persons/families. Youth need to express themselves through art. Employment training is needed because Madera's has a large percentage of unemployed adults without high school diplomas. Grade school children need activities to help them increase their self-esteem and prepare them to be successful. The need for pedestrian</p>		<p>Table 4 – Citizen Participation Outreach</p>
---	--------------	--	--	--	--	--

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
				improvements near elementary schools.		

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates continuing to receive CDBG funding throughout the Consolidated Plan period. The City also expects to apply for and receive HOME grants from the California Department of Housing and Community Development.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	872,067	0	18,122	890,189	872,067	The City is a CDBG entitlement jurisdiction.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Other	63,969	0	0	63,969	0	The City is a CDBG entitlement jurisdiction. Note: This is an estimate of the Revolving Loan Fund (RLF) earnings for 2017/2018. It is not an amount we program for 2015/2016. It is not a prior year CDBG resource. These funds contribute to the amount of funding on hand to use before CDBG funds are drawn. We have no way of knowing what the RLF will earn.
Other	public - federal	Public Improvements	576,946	0	0	576,946	0	This is the amount allocated for 2017/2018. It includes \$85,556 in unprogrammed funds.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have a matching requirement. However, in evaluating the proposals for CDBG funding each year, the City uses the availability of matching funds as a factor in determining recommended allocations.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As of the writing of this Action Plan, no publicly-owned land or property within the city has been identified that would be used to address identified needs. However, the City could use some CDBG funding to acquire such land over the course of the planning period. Furthermore, the City may consider the use of surplus land for the development of affordable housing units.

Discussion

The City attempts to maximize the use of all of its available funding sources by encouraging projects that access private financing (grants, loans, and donations) or other Federal or State funding resources, including tax credits. The City actively pursues available grants for housing and community development programs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent Housing (1)	2015	2017	Affordable Housing	City of Madera City Limits	Down Payment Assistance	CDBG: \$0	
2	Decent Housing (2)	2015	2017	Affordable Housing	City of Madera City Limits	Affordable Housing	CDBG: \$0	
3	Decent Housing (3)	2015	2017	Affordable Housing	City of Madera City Limits	Affordable Housing Homeowner Assistance Rehabilitation and Modernizat	CDBG: \$0	
10	Suitable Living Environment (5)	2015	2019	Non-Homeless Special Needs	City of Madera City Limits	Senior Services	CDBG: \$87,454	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
11	Expanded Economic Opportunities (1)	2015	2019	Non-Homeless Special Needs	City of Madera City Limits	Youth Services	CDBG: \$26,678	Public service activities other than Low/Moderate Income Housing Benefit: 497 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
12	Expanded Economic Opportunities (2)	2015	2019	Non-Homeless Special Needs	City of Madera City Limits	Youth Services	CDBG: \$6,678	Public service activities other than Low/Moderate Income Housing Benefit: 358 Persons Assisted
13	Suitable Living Environment (1)	2015	2019	Non-Housing Community Development	City of Madera City Limits	Public Facility Improvements	CDBG: \$97,966	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 21089 Persons Assisted
14	Suitable Living Environment (3)	2015	2019	Non-Housing Community Development	City of Madera City Limits	Public Facility Improvements	CDBG: \$172,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15948 Persons Assisted
15	Decent Housing (4)	2015	2019	Affordable Housing		Homeless Services and Facilities	CDBG: \$185,000	Housing for Homeless added: 6 Household Housing Unit
16	Suitable Living Environment (4)	2015	2016	Non-Homeless Special Needs		Public Facility Improvements	CDBG: \$130,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 9140 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Decent Housing (1)
	Goal Description	At this time, staff is actively seeking funds sources for First Time Homebuyer and Owner-Occupied Residential Rehabilitation assistance. The number of households anticipated to assist is unknown. If funds were available, then staff could divide the available amount of funding by the anticipated individual assistance amount to determine the number of households.
2	Goal Name	Decent Housing (2)
	Goal Description	At this time, staff is actively seeking funds sources for First Time Homebuyer and Owner-Occupied Residential Rehabilitation assistance. The number of households anticipated to assist is unknown. If funds were available, then staff could divide the available amount of funding by the anticipated individual assistance amount to determine the number of households.
3	Goal Name	Decent Housing (3)
	Goal Description	Improve housing quality standards for low-income housing occupants by completing owner-occupied residential rehabilitation projects and providing new or rehabilitating manufactured homes and addressing health and safety issues. At this time, staff is actively seeking funds sources for First Time Homebuyer and Owner-Occupied Residential Rehabilitation assistance. The number of households anticipated to assist is unknown. If funds were available, then staff could divide the available amount of funding by the anticipated individual assistance amount to determine the number of households.
10	Goal Name	Suitable Living Environment (5)
	Goal Description	Senior services to promote self-sufficiency, social, nutritional and recreational needs.
11	Goal Name	Expanded Economic Opportunities (1)
	Goal Description	Youth service programs to engage youth by providing leadership skills activities, educational and post high school counseling and assistance with college fees and environmental stewardship.

12	Goal Name	Expanded Economic Opportunities (2)
	Goal Description	Servides for practical, emotional and spiritual support, free pregnancy tests, parenting classes, anger management and counseling/mentoring. To hire a part-time, Bilingual staff member and cover the costs of salary, payroll taxes and workman's compensation insurance.
13	Goal Name	Suitable Living Environment (1)
	Goal Description	To carry out ADA improvements at City Hall, the Pan American Community Center and the Frank Bergon Senior Center.
14	Goal Name	Suitable Living Environment (3)
	Goal Description	Installation of a Rectangular Rapid Flash Beacon system at the instersection of Sunrise Avenue and Lily Street and installation of a HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street.
15	Goal Name	Decent Housing (4)
	Goal Description	To upgrade six units at the Pomona Ranch Housing Center with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season and the colder winter months. To fund salary and benefits for a Case Manager, services and supplies, insurance, consultation, equipment rentals, HVAC installation, transportation and contingency.
16	Goal Name	Suitable Living Environment (4)
	Goal Description	To replace the Millview Community Center's roof.

Projects

AP-35 Projects – 91.220(d)

Introduction

The activities to be undertaken during 2018/2019 with CDBG funds are summarized below. This does not include programs funded by HOME funds or other sources. All activities identified are expected to be completed no later than June 30, 2019n

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

While there are several constraints to meeting the needs of low-income residents, the primary obstacle is that there is a lack of funding to fully address all needs. The economic challenges facing the nation have forced many nonprofits to cut services at a time when governmental entities and others are least able to provide them.

On April 19, 2018, the CDBG Advisory Committee held interviews with applicants applying for CDBG allocations for Administration, Public Services and Capital Improvements/Public Facilities. (Council may also access the applications submitted for consideration through their iPads.) The CDBG Advisory Committee had already reviewed and scored the applications prior to this meeting, but had the opportunity to ask detailed questions to applicant representatives in order to finalize their scoring and allocation proposals. The Advisory Committee derived recommendations using HUD's allocation estimates by the end of that meeting. Given that the final formula allocations were released by HUD on May 1st, and the City's CDBG allocation was higher than estimated, the Committee met again on May 7th to consider how to distribute the additional funds (\$155,704) for Administration, Public Services and Capital Projects/Public Improvements. The revised allocations are included in Attachment B (Advisory Committee & Staff Recommendations).

AP-38 Project Summary

Project Summary Information

City of Madera 2018/2019 Community Development Block Grant Final Formula Grant Allocation Distribution

Administration	Summary	Amount Awarded
City of Madera Grant Administration	Administrative activities, services and equipment purchases required to carry out the CDBG program. Coordination/compliance, reporting to HUD, developing agreements with subrecipients and contractors to carry out program activities. To work with partner agencies to compile mailing lists of rental property owners and managers to provide informational materials regarding fair housing rights and responsibilities, including rights of persons with disabilities; and conducting fair housing workshops. Also, to oversee and carryout records management.	\$147,463
Madera Rescue Mission	To provide staff wages, operating expenses, phone lines, copy machines, paper costs, building maintenance and utilities, Mission vehicle costs and license/insurance fees, etc.	\$10,000
Community Action Partnership of Madera County	To support the activities of the Fresno Madera Continuum of Care to help address homelessness and community challenges created by homelessness in Madera.	\$16,950
Public Services	Sub Total	\$174,413
Youth Leadership Institute	To engage youth in After School Programs to work towards solutions, create policy change and impact local municipal policy.	\$10,000
Madera Rescue Mission Services	To provide services associated with carrying out the activities with the Mission to provide emergency shelter, food, Addiction Program, clothes and clothe washing, showering and overnight accommodations.	\$10,000
Madera Coalition for Community Justice – Resilient Madera	To support youth through a holistic approach to student’s health and academic success, training in leadership and community engagement. To include parents in a 12-week leadership workshop. To empower at-risk students and provide a safe welcoming place to connect, share coping and stress reduction techniques to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors.	\$10,000
Doors of Hope	Services for practical, emotional and spiritual support, free pregnancy tests, parenting classes, anger management and counseling/mentoring. To hire a full-time, Bilingual staff member and cover the cost of salary, payroll taxes and	\$6,678

	workman's compensation insurance.	
Pequeños Empresarios	To instill manners, respect for the earth and early understanding of finance and work/life/nutrition habits.	\$6,678
City of Madera Parks & Community Services Department	To support staffing, supplies and associated programming costs for Parks' suite of senior activities (1) Meals on Wheels, (2) Recreation and enrichment at three congregate sites and (3) nutrition/meal programs at each site.	\$87,454
Capital Projects/Public Improvements	Sub Total	\$130,810
City of Madera Parks & Community Services Department	To carry out ADA improvements at City Hall, the Pan American Community Center and the Frank Bergon Senior Center.	\$97,966
City of Madera Engineering Department – Virginia Lee Rose Elementary School Pedestrian Safety Improvements	Installation of a Rectangular Rapid Flash Beacon system at the intersection of Sunrise Avenue and Lily Street.	\$32,000
City of Madera Engineering Department - Pedestrian Safety Improvements	To install a HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street	\$140,000
Housing Authority of the City of Madera - Temporary Housing for Homeless Families at Pomona Ranch Housing Center Phase II	To upgrade the Pomona Ranch Housing Center's 50 units with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season during the colder winter months. To fund salary and benefits, for a Case Manager, services and supplies, insurance, consultation, equipment rentals HVAC installation, transportation and contingency.	\$185,000
City of Madera Public Works Department	To replace the Millview Community Center's roof.	\$130,000
	Sub Total	\$584,966
	Total	\$890,189

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City does not direct assistance geographically.

Geographic Distribution

Target Area	Percentage of Funds
City of Madera City Limits	100

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale is driven by Madera's identified priority needs. All CDBG funds are allocated either to city-wide services and programs or within eligible census tracts.

Discussion

The City has not designated specific geographic areas within its jurisdiction to target or provide direct assistance.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Although the Consolidated Plan and Action Plan focus on affordable housing, the City's only HUD funding source is CDBG, which limits the amount of funding that can be spent on affordable housing by prohibiting new construction of housing. Other HUD programs through the California Department of Housing and Community Development (HCD), such as HOME and CalHome, are specifically targeted to developing affordable housing. Since Madera is not an entitlement city for HOME funds, they are available to Madera on a competitive basis through the HOME program only.

In addition, staff is actively seeking funding opportunities coming from the HCD through California's 20107 legislative housing package. Staff is considering how the funding opportunities will help create housing, the City's ability to meet threshold imposed by HCD and how to sustain efforts after the funding is gone. Staff is open to the full range of assistance provided by HCD to plan for the ability to meet accountability measures. Passage of the Veterans and Affordable Housing Act would align with the housing priorities, goals and strategies contained in the City's 2015/2019 Consolidated Plan.

The City does not apply for housing funds that target, or provide additional scoring points, for Transit Oriented Development(s) (TOD) within close proximity to transit. The City's potential to apply for TOD funding may be realized through the completion and operation of the High Speed Rail (HSR). Madera is within close proximity to HSR, and this could be the basis for a TOD application to propose development of both market rate and below market rate units.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

The City uses other funding sources, such as HOME, CalHome, HOME and CalHome Program Income to support affordable housing goals. This addresses the goal of providing and maintaining the city's affordable housing unit stock.

AP-60 Public Housing – 91.220(h)

Introduction

Public housing needs are addressed through the Housing Authority of the City of Madera (HACM). The HACM is independent of the City of Madera, and the City retains no control over its funding or implementation of programs.

Actions planned during the next year to address the needs to public housing

Please refer to the HA's Public Housing Authority Annual Plan for information on the ways that the Housing Authority plans to address public housing needs.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACM encourages residents to participate by holding resident meetings and question and answer workshops. HACM sends out informational flyers in both English and Spanish to inform residents of any updates and encourage feedback and comments regarding any changes.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The HACM is not designated as "troubled" and is in good standing under 24 CFR 902.

Discussion

Detailed information on HACM and their programs, housing resources, budgets, and financial planning and reporting is available on their website at: www.maderaha.org.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City's strategy related to the needs of the homeless, those at risk of homelessness, and other special needs populations is focused on providing funding to the Fresno/Madera Continuum of Care (FMCoC). In addition, Madera is collaborating with the Housing Authority of the City of Madera (HACM). HACM received \$185,000 for PY 2018/2019 to retrofit sixiunits of migrant housing for homeless families during the winter months.

Although Madera is not known for being a dense urban population where homeless populations typically dwell, recent county-wide enumerations have revealed Madera's homeless/transient population as a concern from the social service standpoint, as well as public safety and quality of life concerns.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In 2018/2019, the City will be providing funding to the FMCoC to allow the Community Action Partnership of Madera County (CAPMC) staff to continue to participate in the FMCoC efforts. This funding will support the FMCoC annual Point-in-Time (PIT) count, which assesses the needs of the homeless population. It will also support FMCoC outreach and education efforts to make sure homeless individuals and those at-risk of becoming homeless are aware of the resources available to them.

The PIT report represents a snapshot of the number of persons who are homeless on a given day within Fresno and Madera Counties. The FMCoC partners include homeless service providers, advocacy groups, government agencies and homeless persons working together to address the housing and support service needs of homeless between the two counties. Numbers are not in from the last PIT count conducted in January 2018.

CAPMC works closely with the FMCoC to help address reaching a functional zero with homelessness. Currently, the FMCoC has a by-name registry list that includes all homeless individuals encountered that are willing to complete a Vulnerability-Index Service Prioritization Decision Tool survey. The survey prioritizes the vulnerability of the individual on the basis of chronic homelessness, medical history, mental health issues, substance use history, veteran status, and various other factors. The target is to be able to coordinate housing the most vulnerable and the most chronic homeless in housing program vacancies. The FMCoC currently operates the Multi-agency Access Program Point (MAPP), located in Fresno that is a one-stop service and referral for all homeless. The FMCoC is working to establishing a MAPP in Madera County to enhance the utilization of the

coordinated entry and by-name registry list.

A trend in Madera County is the occurrence of homeless students living in a "doubled-up" situation, wherein they are living in an irregular living environment, often moving from home to home and sleeping on family or friends' couches. The totals for Madera during the 2016/2017 school year are very accurate, as survey data is confirmed with phone calls and face-to-face conversations. In the Madera Unified School District, for the 2016-2017 school year, there were 1,615 K - 6th Grade, 884 7th - 8th Grade and 3,324 9th - 12th Grade instances of homeless students living in a "doubled-up" situation, a total of 5,796 students.

The issue of homelessness was a reoccurring topic of conversation during the CAPMC public hearings and focus groups, as well as for the MAPP Steering Committee. Homelessness in itself is a community priority, but also affects and is effected by issues such as mental health, substance use/abuse, unemployment and immigration status, to name a few.

Addressing the emergency shelter and transitional housing needs of homeless persons

The FMCoC applies for and receives almost \$6 million annually in HUD homeless funds. Providing CDBG funding for CAPMC participation in the FMCoC will ensure that Madera remains eligible for HUD funds to address homelessness. For example, the FMCoC was recently awarded funding to open a permanent supportive housing project in Madera to serve seven chronically homeless men. Also, the Housing Authority of the City of Madera received \$185,000 to retrofit six migrant housing units for homeless families during the winter months.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The FMCoC applies for HUD funds to continue to provide operational and supportive services for the Shunammite Place permanent supportive housing facilities. In addition, the opening of the new permanent supportive housing project in Madera will provide services to seven chronically homeless men, and the Pomona Ranch Housing Center will provide 10 2-bedroom, 30 3-bedroom and 10 4-bedroom one bath units and six additional units. Each unit has a stove, refrigerator, one folding table, six folding chairs and two beds per bedroom. The Center has a playground, soccer field, volleyball court and two basketball courts. It has an on-site laundry facility with coin-operated machines and a daycare facility operated by the Community Action Partnership of Madera County.

Helping low-income individuals and families avoid becoming homeless, especially extremely

low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The funding for the FMCoC will support efforts to bring community awareness to the homeless populations and their issues, and provide outreach and education on the resources available for residents at-risk of becoming homeless. The Homeless Awareness Day Event in the City of Madera is a good example of this outreach and education.

Discussion

In addition to services for homeless persons or those at risk of homelessness, the City's special needs populations includes seniors and disabled persons. The City will fund programs and services assisting special needs populations in 2018/2019. These programs include funding for local efforts and to collaborate with the Fresno/Madera Continuum of Care and to retrofit six units for homeless families during the winter months.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Market and governmental factors pose constraints to the provision of adequate and affordable housing. These factors tend to disproportionately affect lower-income households due to their limited resources for absorbing the costs. Local jurisdictions have little influence over the market factors, such as the cost of labor and construction materials, cost of land, and the availability of financing, or statewide and national policies, such as prevailing wage requirements and environmental protection. As discussed in the Market Analysis, other local factors that could impede affordable housing development include:

- Land Use Controls
- Residential Development Standards
- Off-site Improvement Requirements
- Permit and approval process

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is undertaking a number of actions to reduce potential barriers and constraints to affordable

housing, as well as promote housing for special needs populations. These actions include providing a comprehensive Zoning Ordinance Update, regulatory incentives, and density bonuses. These are described in more detail in the City's Draft 2016-2024 Housing Element.

Discussion:

More information is available on-line in the City's Draft 2016-2024 Housing Element.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Madera uses a range of strategies to address the housing, homeless, and community development goals identified in the Consolidated Plan. This section discusses actions planned to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families in Madera, and to coordinate activities in these areas with other entities.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited amount of Federal, State, and local resources available to meet the many needs in the community. The City of Madera will continue to pursue State and Federal resources as available to meet underserved needs and support efforts of nonprofits serving the community.

Actions planned to foster and maintain affordable housing

As described earlier, the City applies for HOME funds to support its affordable housing program. The City will continue to foster and maintain affordable housing through the following programs:

- The Downpayment Assistance Program for First Time Homebuyers
- Counseling for first time homebuyers
- The Owner-Occupied Residential Rehabilitation Program

Actions planned to reduce lead-based paint hazards

Lead-based paint hazards are identified and abated prior to construction or close of escrow when the City assists a housing unit built before 1978. Also, the City will continue to provide deferred, zero-interest loans through the Owner-Occupied Residential Rehabilitation Program (OOR) to abate lead-based paint hazards. Staff actively seeks funding sources for its programs and is looking forward apply to

the 2017 California Legislative Housing Package components.

Actions planned to reduce the number of poverty-level families

The City's anti-poverty strategy is based on addressing and preventing homelessness and providing a range of employment opportunities and supportive services aimed at enabling those in poverty to move into the workforce. For the 2018/2019 program year, four activities will be funded to address this need. These activities are:

- The Community Action Partnership of Madera County and Fresno/Madera Continuum of Care Coordination;
- The Madera Rescue Mission Administration and Services Programs;
- The Housing Authority of the City of Madera Homeless Housing at the Pomona Ranch Phase II
- Madera Coalition for Community Justice Youth Leaders Program;
- The Youth Leadership Institute;
- Pequeños Empresarios; and
- Providing small business loans through the Small Business Revolving Loan Fund.

Actions planned to develop institutional structure

The City's Grants Department is responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan. The Grants Department is specifically charged with these tasks. The City also has a designated staff position (Grants Program Manager) to administer the programs and activities funded with CDBG funds. Staff works with the individual City divisions, such as Public Works, Parks and Community Services, Engineering and Planning, and the City's CDBG Advisory Committee to develop procedures and coordination for administering programs. Thus, the City has already developed its institutional structure to coordinate Consolidated Plan activities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to work with many of the local nonprofits that provide a range of services to low-income residents. The City will also continue to participate in the Madera Homeless Coalition and Fresno/Madera Continuum of Care to implement the Ten Year Plan to End Homelessness. Madera collaborated with the Housing Authority of the City of Madera to retrofit six migrant housing units for homeless families during the winter months.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The program-specific requirements that apply to the City are those for the CDBG program.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

The program-specific requirements that apply to the City are those for the CDBG program.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="872,067.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value="18,122.00"/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="890,189.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

2018

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): [] * Other (Specify): []		
* 3. Date Received: []		4. Applicant Identifier: []
5a. Federal Entity Identifier: CA62166 Madera		5b. Federal Award Identifier: 14.218 Entitlement Grant
State Use Only:		
6. Date Received by State: []		7. State Application Identifier: []
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Madera		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 946000365		* c. Organizational DUNS: 0787721420000
d. Address:		
* Street1: 205 W. Fourth Street		
Street2: []		
* City: Madera		
County/Parish: []		
* State: CA: California		
Province: []		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 93637-3527		
e. Organizational Unit:		
Department Name: Grants Department		Division Name: []
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.		* First Name: Jorge
Middle Name: Antonio		
* Last Name: Rojas		
Suffix: []		
Title: Program Manager - Grants		
Organizational Affiliation: []		
* Telephone Number: 559-661-3693		Fax Number: 559-674-2972
* Email: jrojas@cityofmadera.com		

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Administrator
APPLICANT ORGANIZATION City of Madera	DATE SUBMITTED 

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

City
Administrator

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2017, 2018 and 2019 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

____ City
Administrator _____
____ Title

DRAFT

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

City
Administrator

Title

DRAFT

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

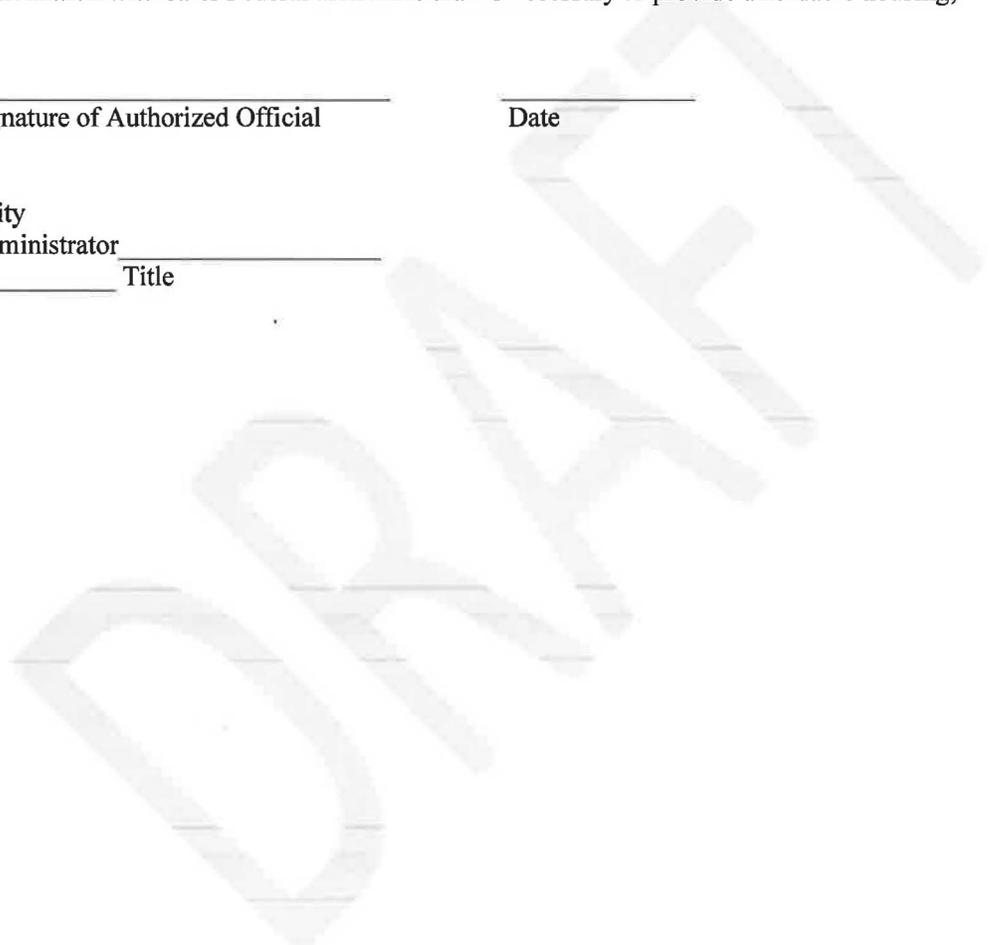
Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

City
Administrator

Title



Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

City
Administrator _____
_____ Title

DRAFT

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

City
Administrator

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DRAFT

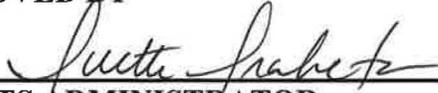


REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 20, 2018

AGENDA ITEM NUMBER C-2

APPROVED BY



GRANTS ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT: Consideration of Resolutions Adopting 2018/2019 Community Development Block Grant Agreements for Services as Follows:

- A. The Madera Rescue Mission to Provide Administrative Homeless Program Services
- B. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care
- C. The Youth Leadership Institute to Engage Youth in After School Programs
- D. The Madera Rescue Mission to Provide Services to Homeless Persons
- E. The Madera Coalition for Community Justice to Provide Youth Leadership
- F. Doors of Hope to Provide Services for Pregnancy Care Center to Provide Counseling and Parent Education
- G. Pequeños Empresarios to Provide Early Childhood Mentoring in Work/Life/Nutrition and Finance
- H. The City of Madera Parks and Community Services Department to Provide Seniors with Programming Associated with Parks' Suite of Senior Activities
- I. The City of Madera Parks and Community Services Department for Americans with Disabilities Act Improvements at Various City-Owned Facilities
- J. The City of Madera Engineering Department for Rectangular Rapid Flash Beacon System at the Intersection of Sunrise Avenue and Lily Street
- K. The City of Madera Engineering Department to Install a Pedestrian Signal at the Intersection of Stadium Road and Gary Street
- L. The Housing Authority of the City of Madera to Upgrade the Pomona Ranch Housing Center to Provide Temporary Housing for Homeless Families
- M. The City of Madera Public Works Department to replace the Millview Community Center's Roof

RECOMMENDATION:

Staff recommends Council adopt the Resolutions approving agreements with the above-referenced service providers, non-profits and City departments that received CDBG allocations for FY 2018/2019.

DISCUSSION:

Council previously allocated Community Development Block Grant (CDBG) funding to various service providers, non-profits and City departments at its May 16, 2018 meeting. Council is making final allocations to approve the Action Plan during its June 20, 2018 Council meeting as it will be submitted to the U.S Department of Housing and Urban Development (HUD). As such, the Agreements include amounts as approved by Council. HUD requires the City to enter into separate agreements prior to supporting CDBG-funded activities.

Council's approval is needed to enter into the necessary agreements and to satisfy HUD's requirements for these programs and projects activities during FY 2018/2019. The table below provides a description of each program and the respective CDBG allocation.

**City of Madera 2018/2019 Community Development Block Grant
Final Formula Grant Allocation Distribution**

	Administration	Summary	Amount Awarded
A	Madera Rescue Mission	To provide staff wages, operating expenses, phone lines, copy machines, paper costs, building maintenance and utilities, Mission vehicle costs and license/insurance fees, etc.	\$10,000
B	Community Action Partnership of Madera County	To support the activities of the Fresno Madera Continuum of Care to help address homelessness and community challenges created by homelessness in Madera.	\$16,950
	Public Services	Sub Total (Inclusive of \$147,463 for Administration)	\$174,413
C	Youth Leadership Institute	To engage youth in After School Programs to work towards solutions, create policy change and impact local municipal policy.	\$10,000
D	Madera Rescue Mission Services	To provide services associated with carrying out the activities with the Mission to provide emergency shelter, food, Addiction Program, clothes and clothe washing, showering and overnight accommodations.	\$10,000
E	Madera Coalition for Community Justice – Resilient Madera	To support youth through a holistic approach to student’s health and academic success, training in leadership and community engagement. To include parents in a 12-week leadership workshop. To empower at-risk students and provide a safe welcoming place to connect, share coping and stress reduction techniques to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors.	\$10,000
F	Doors of Hope	Services for practical, emotional and spiritual support, free pregnancy tests, parenting classes, anger management and counseling/mentoring. To hire a full-time, Bilingual staff member and cover the cost of salary, payroll taxes and workman’s compensation insurance.	\$6,678
G	Pequeños Empresarios	To instill manners, respect for the earth and early understanding of finance and work/life/nutrition habits.	\$6,678
H	City of Madera Parks & Community Services Department	To support staffing, supplies and associated programming costs for Parks’ suite of senior activities (1) Meals on Wheels, (2) Recreation and enrichment at three congregate sites and (3) nutrition/meal programs at each site.	\$87,454
	Capital Projects/Public Improvements	Sub Total	\$130,810
I	City of Madera Parks & Community Services Department	To carry out ADA improvements at City Hall, the Pan American Community Center and the Frank Bergon Senior Center.	\$97,966
J	City of Madera Engineering Department – Virginia Lee Rose Elementary School Pedestrian Safety Improvements	Installation of a Rectangular Rapid Flash Beacon system at the intersection of Sunrise Avenue and Lily Street.	\$32,000
K	City of Madera Engineering Department - Pedestrian Safety Improvements	To install a HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street	\$140,000
L	Housing Authority of the City of Madera - Temporary Housing for Homeless Families at Pomona Ranch Housing Center Phase II	To upgrade six units at the Pomona Ranch Housing Center with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season during the colder winter months. To fund salary and benefits, for a Case Manager, services and supplies, insurance, consultation, equipment rentals HVAC installation, transportation and contingency.	\$185,000
M	City of Madera Public Works Department	To replace the Millview Community Center’s roof.	\$130,000
		Sub Total	\$584,966
		Total	\$890,189

FINANCIAL IMPACT:

This is a Federal grant and the ultimate allocation of the available funding may affect the General Fund through increased revenues or expenditures, which would be approved by Council.

VISION MADERA 2025 CONSISTENCY:

Authorization of the attached agreements will support the Vision Madera 2025 Strategies and 2015/2019 Consolidated 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 332: Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts, and after-school programs.

Strategy 337: Develop programs for Maderans of all ages with an emphasis on youth and senior activities

Strategy 314.2: Continue and expand facilities for at-risk youth.

Strategy 113.3: Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

Strategy 121.10: Add facilities and amenities for the public.

Strategy 126.6: Establish budgets to redevelop existing streets to install sidewalks, curb cuts, streetlights, and landscaping strips.

CDBG 2015/2019 CONSOLIDATED PLAN CONSISTENCY:

The use of CDBG funds requires the city to meet goals established by HUD. Some of these activities provide services to low- to moderate-income persons within areas of the community. These areas have percentages of low- to moderate-income persons equal to or greater than 51 percent. The remaining activities provide services by conducting income testing, or by servicing certain groups presumed by HUD to meet the lower income criteria. HUD has defined these groups as abused children, battered spouses, and elderly persons, persons with disabilities, homeless persons, illiterate persons, and migrant workers.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF
MADERA, CALIFORNIA, APPROVING A 2018/2019 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR
SERVICES WITH THE MADERA RESCUE MISSION**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Madera Rescue Mission, to fund insurance and utility expenses for operations associated with performance of the Madera Rescue Mission's activities, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2018/2019 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Community Action Partnership of Madera County, to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless, and to prepare future proposals to HUD to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey, and to coordinate outreach staffs' presence during Code Enforcement homeless camp abatements, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2018/2019 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR
SERVICES WITH THE YOUTH LEADERSHIP INSTITUTE**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Youth Leadership Institute to engage youth in after school programs to work towards solutions, create policy change and impact local municipal policy, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF
MADERA, CALIFORNIA, APPROVING A 2018/2019 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR
SERVICES WITH THE MADERA RESCUE MISSION**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND
RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Madera Rescue Mission, for services and supplies, food supplies and transportation for operations associated with performance of the Madera Rescue Mission's activities is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2018/2019 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
MADERA COALITION FOR COMMUNITY JUSTICE**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Madera Coalition for Community Justice, to support youth through a holistic approach to student's health and academic success, training in leadership and community engagement, to include parents in a 12-week leadership workshop, to empower at-risk students and provide a safe, welcoming place to connect, share coping and stress reduction techniques to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2018/2019 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH DOORS OF HOPE

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with Doors of HOPE Services for practical, emotional and spiritual support, free pregnancy tests, parenting classes, anger management and counseling/mentoring. To hire a full-time, Bilingual staff member and cover the cost of salary, payroll taxes and workman's compensation insurance, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2018/2019 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH PEQUEÑOS EMPRESARIOS**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with Pequeños Empresarios, to instill manners, respect for the earth and early understanding of finance and work/life/nutrition habits, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF
MADERA, CALIFORNIA, APPROVING A 2018/2019 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Parks and Community Services Department, to support staffing, supplies and associated programming costs for Parks' suite of senior activities (1) Meals on Wheels, (2) recreation and enrichment at three congregate sites and (3) nutrition/meal programs at each site, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF
MADERA, CALIFORNIA, APPROVING A 2018/2019 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Parks and Community Services Department, to carry out ADA improvements at City Hall, the Pan American Community Center and the Frank Bergon Senior Center, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2018/2019 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF
MADERA ENGINEERING DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Engineering Department, to install a Rectangular Rapid Flash Beacon system at the intersection of Sunrise Avenue and Lily Street, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2018/2019 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF
MADERA ENGINEERING DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Engineering Department, to install a HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2018/2019 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
HOUSING AUTHORITY OF THE CITY OF MADERA**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Housing Authority of the City of Madera to upgrade six units at the Pomona Ranch Housing Center with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during the off-season's colder winter months, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

RESOLUTION NO. 18-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2018/2019 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES WITH THE
CITY OF MADERA PUBLIC WORKS DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Public Works Department, to replace the Millview Community Center's roof, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. This resolution is effective upon written confirmation from HUD of the City of Madera 2018/2019 Action Plan approval.
4. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

ATTACHMENT A

MADERA RESCUE MISSION

ADMINISTRATION

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the Madera Rescue Mission, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a program to provide staff wages, operating expenses, phone lines, copy machines, paper costs, building maintenance and utilities, Rescue Mission vehicle costs and license/insurance fees, etc., is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$10,000 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the

CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor 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 Contractor’s performance of its obligations under this agreement or out of the operations conducted by Contractor, 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 Contractor’s performance of this agreement, the Contractor 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.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR 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.

22. Insurance Requirements for Service Providers

Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider 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

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20

10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$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. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

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 RESCUE MISSION

By: _____
Andrew J. Medellin, Mayor

By: _____
Pastor Mike Unger, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____



Exhibit A

RECEIVED
4/13/18
11:30 am

P.O. Box 642 • Madera, CA 93639
Bus. (559) 675-8321 • Fax (559) 675-8073 • munger@maderarescue.org

City of Madera
205 West Fourth Street
Madera, CA 93637
ATTN: CDBG Administration
Jorge Rojas – Program Manager

April 12, 2018

Dear Jorge,

We here at the Madera Rescue Mission are respectfully submitting **two** applications for grant funding from the CBDG Administration.

The first being for assistance in the **services** we provide the Madera community in the amount of **\$25,000** the details of which are outlined and described in the attached application.

The second is in the amount of **\$10,000** to help provide assistance for **administration** by way of staff wages (which are kept to a minimum), operating expenses: phone lines, copy machines and paper costs, building maintenance and utilities, Mission vehicle costs and licence/insurance fees, etc.

In operating as a non-profit organization we rely heavily on donations and grant funding to keep things running smoothly and maintaining the level of quality services to our clients, the homeless, displaced and needy of our community. CBDG's financial assistance with what we do here at the Madera Rescue Mission will be greatly appreciated as we move forward in our efforts to serve.

With respect and thanks,

Pastor Mike Unger
Executive Director
Madera Rescue Mission

Date 4-12-18
 Agency MADERA RESCUE MISSION
 Program COMMUNITY SHELTER AND REHABILITATION PROGRAM

EVALUATION QUESTIONS		Scoring					COMMENTS
		0	1	2	3	4	
A.	Program Design						
1	Does the program address one of the City's priorities for this year's Action Plan?						
2	Does the program serve mainly low- to moderate-income people?						
3	Is there an effective outreach effort?						
4	Are the expected outcomes described and quantified?						
5	Is there a plan for assessing the program outcomes?						
B.	Capacity and Past Performance						
1	Is the Board of Directors active?						
2	Is staffing adequate?						
3	Does the applicant have other sources of funding sufficient for its programs?						
4	Did the agency meet its contractual obligations for past use of CDBG funds including meeting planned outcomes?						
5	Does the budget seem adequate?						
6	Deliverability: Will the applicant be able to accomplish what is claimed in the application?						
	Extra Bonus Points						
1	Is the proposed program new or different or special?						
2	How important is CDBG funding for this project? Are CDBG funds the only likely way to accomplish this program?						
	Total						

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATION/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)**

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	784	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	392	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		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 +
	45	33	8	120	138	17	20	11
GENDER	Female	296						
	Male	96						
FEMALE HEAD	266							

EthnicCategories*	No.
Hispanic or Latino	227
Not-Hispanic or Latino	165
Racial Categories*	
American Indian or Alaska Native	18
Asian	0
Black or African American	69
Native Hawaiian or Other Pacific Islander	0
White	66
Other	239

***Definitions of these categories may be found on the next page.**

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.

Left Blank

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Once a month

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

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

7 Minimum

11 Maximum

Please provide the following information:

Date of Incorporation: 01/05/1987

IRS Employer Number: 77-0144133

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

See Attachment # 4

FINANCIAL:

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

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera **Rescue Mission** do hereby resolve that on April 6, 2018, 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: April 12th, 2018

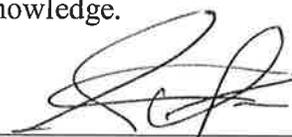
AGENCY NAME: Madera Rescue Mission

ADDRESS: 1305 CLINTON MADERA, CA 93638

TELEPHONE: 559-675-8321

By: 
Dan Humphries, Treasurer of the Board of Directors

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

By: 
Mike Unger, Executive Director

RETURN THIS ORIGINAL TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE: April 13, 2018, 5:00 p.m.

CONTACT PERSON: Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.

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

The homeless situation in Madera County is a complicated one. It impacts businesses, residential areas, health care and social services and it remains a controversial topic of conversation within the community.

- a. The mission provides emergency shelter to some 100 plus men, women and children nightly.
- b. The mission provides breakfast, lunch and dinner or 200 plus meals daily.
- c. The mission programs and counsels some 78 individuals throughout the year in our 18-month Addiction Program.
- d. The mission provides at no charge, clothes and clothes washing services to the homeless.

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

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

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

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

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

- a. We have emergency housing for women and children 49 beds
- b. We have emergency housing for men 95 beds
- c. A hot well balanced nutritionally sound dinner is created nightly
- d. Faith based 18 month Addiction Recovery program for both men 17 beds and women 5 beds (12 months in-in-patient and 6 months transitional/out-patient)
- e. Work training, and work placement assistance
- f. Ongoing counseling and mentorship long after they've graduated or left the program.

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

The Mission's effectiveness can be measured in several ways:

- a. By removing 100 plus homeless men, women, and children from the streets nightly and in so doing, making a safer city for all parties involved.
- b. By caring for single mothers and children (Shelter, diapers, formula, counseling).
- c. By feeding 200+ meals a day we create and provide healthy food choices.
- d. By moving some 70 or so men and women through our 18-month Faith based Addiction Recovery Program.
- e. By moving our program graduates into transitional housing
- f. Once transitionally housed our graduates have an opportunity to finish their Grade 12 or GED educational requirements, or find gainful employment
- g. Once gainful employed our transitional candidates are assisted and directed to permanent housing or restoration of housing
- h. I would be remiss not to mention the changed lives that are touched as God plays a more active role in their recovery.
- i. Special events activities; the holidays are particularly difficult for the homeless. As such, we make a special effort to brighten the Thanksgiving season for those that may not have much to be thankful for. We do this by preparing and presenting some 1,600 plus turkey meals, complete with all the fixings. In Christmas Dinners complete with 1,200 age specific, wrapped toys for the children.

Which National Objective does your program meet?

Madera Rescue Mission meets National Objective # 1. Our activities benefit homeless, lower income families and children. In addition we also provide 18 month inpatient Addiction recovery. The mission endeavors to provide a safe place to reside during an emergency scenario. This may come by way of making poor personal decisions that ultimately result in the client needing assistance whether it be by way of shelter/housing, or food. The Mission would also avail itself in a more community centered crisis, providing yet again a safe place during an emergency to re-establish a sense of normalcy to an otherwise chaotic moment by:

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

Which measurable objectives does your program meet?

Our objectives serve the following groups:

- No one is denied services
- Individuals with substance abuse
- Low income families & children

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

How will your program meet its goals in one year?

The mission will meet or exceed its goals by providing a higher level of services through improved facilities and improved skills training

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

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

The following are the financial resources available to us for 2018:

Temporary AB109 & MIOCR grant ending 06/2018

Central Women Conference. (See Attachment # 2)

Bank of America Charitable Foundation. (See attachment # 3)

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

Our income comes from: three major's events: Second Wind 5K run, our annual fundraiser banquet in October, and Thanksgiving & Christmas meal mail campaigns. In addition, we also have 150 donors between local churches, local businesses and single individuals of Madera County that donate food, clothing and support.

- Projected Net Income:
- Second Wind 5K \$ 10,000
- Christmas & Thanksgiving Campaign \$ 27,000
- Annual Banquet \$ 50,000
- Rescue Mission Auxiliary (meeting once monthly at local churches) \$8,000

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

MRM promotes our fundraising activities through radio, television, social media (Facebook), and appearances at local churches and Auxiliary meetings throughout the year.

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

N/A

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

N/A

Discuss your program's project successes.

We house clothe and feed ALL that come to us for help. Many times we have seen homeless, hopeless people enter our facilities and re-emerge as new creations. This would include recovery from homelessness, from addiction to health & sobriety. Many Mission's clients are today productive contributors to and for Madera proper.

Discuss your program's/project's past performance (2011 to 2016).

We have witnessed a steady increase of clients including those that need assistance finding sobriety. As a result we have seen more success, in fact we currently feel we have 100% success rate giving we are loving & caring for those that come and in so doing we fulfill our mandate of serving others, for their benefit or good, without thought of return. We love like our great example, Jesus Christ.

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

We will provide better food quality as well as quantifiable resume inserts based on completed program training and job preparation. We will improve facilities, flooring, and appliances. We will increase capacity with additional beds, re-establishing the priority of value to those clients that come by better equipping them through evidence based training, etc.

Madera Rescue Mission, Inc.

2018 Budget
1/18/2017



Attachment #1

REVENUE	2018 BUDGET	2017 Budget	12/31/2017 Draft Actuals	
Revenue				
Grants	13,000	7,500	23,296	FEMA
Unrestricted Contributions	275,000	300,000	248,103	
AB109, Ace	290,000	293,000	301,962	AB109 96k; Ace16k (2018 half Miocr 89k)
Special Events (Run, Banquet)	65,000	65,000	98,158	Banquet 35k; Run 30k
Miscellaneous	5,000	5,000	7,445	Recycling, misc
Interest	400	-	116	
TOTAL REVENUE	648,400	670,500	679,080	
Special Event Expense	24,000	24,000	34,924	Banquet 9k; Run 15k
Gross Profit	624,400	646,500	644,156	
EXPENDITURES				
Professional Services				
Accounting Fees	6,000	6,000	5,280	
Outside Contractors	2,500	2,500	1,384	
Total Professional Fees	8,500	8,500	6,664	
Operations				
Advertising Expense	19,000	14,000	19,133	AKA 17k; Misc 2k
Auto Expense	6,000	6,000	5,068	
Food Supplies	25,000	24,000	25,804	
Maintenance & Repairs	35,000	40,000	30,339	
Supplies	14,000	14,000	13,879	
Telephone	12,000	11,000	13,487	
Utilities	45,000	44,000	50,869	
Total Operations	156,000	153,000	158,579	
Administration				
Bank Charges	100	100	125	
Dues & Subscriptions	11,000	11,000	10,337	Ace 8.5k; AGRM 1.5k; Misc 1k
Insurance	32,000	35,000	30,396	
Other Costs	3,000	2,000	3,561	
Staff Development & Travel	5,000	5,000	3,396	
Total Administration	51,100	53,100	47,815	
Payroll Expense				
Salaries & Wages	333,500	340,000	317,271	11 staff/12 staff
Payroll Taxes	28,300	27,000	21,720	
Total Payroll Expense	361,800	367,000	338,991	
TOTAL EXPENDITURES	577,400	581,600	552,049	
NET INCOME (LOSS)	47,000	64,900	92,107	
(Does not include depreciation)				



February 20, 2018

Mike Unger
Executive Director
Madera Rescue Mission Inc.
P.O. BOX 642
Madera, CA 93639

Dear Mike,

Congratulations! It is our pleasure to inform you that the Board of Directors of the CENTRAL CALIFORNIA WOMEN'S CONFERENCE has approved a \$2,000 grant to support your organization's work which benefits women and children in California's Central Valley. The grant is to be applied to the kitchen flooring for the Madera Rescue Mission kitchen. Any significant change in the use of these funds requires prior approval by the Conference board. The CENTRAL CALIFORNIA WOMEN'S CONFERENCE requires donation recipients to use these funds by December 31, 2018.

The CENTRAL CALIFORNIA WOMEN'S CONFERENCE supports 501(c)(3) tax exempt organizations throughout California's Central Valley whose mission and services support women and children, and your grant is made possible from the 2017 conference proceeds.

On **Wednesday, April 11, 2018 at 5:30 p.m.**, we will recognize all grant recipients at a reception at Pardini's (corner of Shaw & Van Ness). An invitation is forthcoming. We look forward to meeting with members of your Board and staff to present your check at that time.

We are delighted to offer this support to Madera Rescue Mission Inc. We appreciate your organization's drive and commitment to improving our community and we wish you continued success in building and sustaining a healthy community for the residents and citizens of our area.

Also, mark your calendar for this year's Central California Women's Conference, which will be held on Tuesday, September 25, 2018.

If we don't have it already, our CCWC PR & Speaker Coordinator, Betsy Hays, may be reaching out to you to obtain your logo or other information in an effort to promote your grant award. If you have received a grant in the past and have a new name or logo, please reach out to her directly at betsy@ccwc-fresno.org.

If you have any questions related to this grant, please feel free to contact Nené Casares (559) 430-6955 or at nenecasares@ccwc-fresno.org or Mary Stabelfeld (209) 356-1000 or at mary@ccwc-fresno.org.

Sincerely,
Nené Casares
Board President

RECEIVED
FEB 22 2018
BY: _____

Sincerely,
Mary Stabelfeld
Conference Director

Sincerely
Betsy Hays
PR & Speaker Coordinator

Subject: Fw: Bank of America Charitable Foundation Application Update

From: muruunger911@hotmail.com

To: ligiapacheco40@yahoo.com; lkmorris70@yahoo.com

Date: Wednesday, March 7, 2018, 11:32:48 AM PST

YESSSSSS!

From: do_not_reply@cybergrants.com <do_not_reply@cybergrants.com>

Sent: Wednesday, March 7, 2018 6:30 PM

To: muruunger911@hotmail.com

Cc: charlie.henderson@bankofamerica.com

Subject: Bank of America Charitable Foundation Application Update

March 7, 2018

Mr. Mike Unger

Madera Rescue Mission Incorporated

1305 Clinton

Madera, CA 93638

Dear Mr. Unger:

The Bank of America Charitable Foundation, Inc. is pleased to provide a grant to Madera Rescue Mission Incorporated in the amount of \$2,500.00 for the purposes outlined in your grant request dated 01/10/2018.

The funds awarded will be transferred to you via Automated Clearing House (ACH) and will be reflected as Bank of America CashGrants in your account. Please communicate this gift to the person who manages the bank account you provided for ACH payments.

Bank of America is lending, investing and giving in local communities like yours in order to advance local economies and create positive change. Providing support to organizations like Madera Rescue Mission Incorporated, that are providing critical services and programs are just one of the ways we are helping improve the quality of life in the communities we serve.

This grant is subject to the terms and conditions accepted through your application. In addition, the Foundation may request further information regarding your organization and this grant as agreed to in your grant application. Thank you for your commitment to the community.

Sincerely,

The Bank of America Charitable Foundation, Inc.

The reference code for this application is Request ID: 39272425



P.O. Box 642 • Madera, CA 93639
Bus. (559) 675-8321 • Fax (559) 675-8073 • munger@maderarescue.org

MADERA RESCUE MISSION – 2018 BOARD DIRECTORY

	Years served	Occupation
Keith Carns, Email: kcarns@sti.net P.O BOX 2080 Oakhurst, CA 93644 Cell: 559-760-4500	7+	Retired
Otto Coelho, Vice Chair Email: ojoelho@earthlink.net Cell: 559-706-1831	7+	Self Employed
Dan Humphries, Treasurer Email: humphries@clearwire.net Cell: 559-706-9331	7+	Self Employed
Brenda Herrera, Member brendakarenherrera@gmail.com 717 N. Granada Dr. # 109 Madera, CA 93638 Cell: 559-377-0440	1	Office Manager
Richard Ivey 34555 Treetops Lane Coarsegold, CA 93614 (559) 675-5270	2	Retired
Donna Adams, Member 1213 E Pecan Ave Madera, CA 93637 Cell: (559) 997-4225	3	Retired

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

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

PROJECT TITLE: Madera Rescue Mission Administration

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

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

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

5. Female Head of Household: _____ -

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,500	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

- 7. What outreach was done to reach and serve a broader representation of youth?**
- 8. Provide details and documentation to demonstrate program participants are advancing their education or career development. This is in addition to the number and names of youth attending field trips to colleges.**
- 9. Objectively demonstrate improvement to the program participant's skills because of participating in the program. Provide details and documentation to support a measurable outcome.**
- 10. Provide data and/or explain how you can demonstrate that participation in the program is reducing dropout rates and unexcused absences in school.**

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

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” or “Negro” 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.

Madera Rescue Mission Administration Budget

INCOME SOURCE	AMOUNT	
CITY	\$10,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	0
BENEFITS	01500	0
SERVICES & SUPPLIES		0
INSURANCE	0200	\$4,176
COMMUNICATIONS	0250	0
CONSULTANT SERVICES	0300	0
OFFICE EXPENSE	0350	0
OFFICE RENTAL	0400	0
EQUIPMENT RENTAL	0450	0
UTILITIES	0500	\$5,824
TRAVEL (ADMIN.)	0550	0
FOOD SUPPLIES	0600	0
CONTRACTS	0650	0
TRANSPORTATION	0700	0
FUND RAISING	0750	0
TOTAL		\$10,000

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT B

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY FRESNO/

MADERA CONTINUUM OF CARE

ADMINISTRATION

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the Community Action Partnership of Madera County, Inc. hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a program to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to prepare future HUD proposals to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$16,950 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the

CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor 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 Contractor’s performance of its obligations under this agreement or out of the operations conducted by Contractor, 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 Contractor’s performance of this agreement, the Contractor 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.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR 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.

22. **Insurance Requirements for Service Providers**

Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider 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

Service Provider shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20

10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$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. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

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, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____



April 13, 2018

Mr. Jorge Rojas
Program Manager – Grants
City of Madera
205 West 4th Street
Madera, CA 93637

Re: City of Madera Community Development Block Grant Application

Dear Jorge:

Enclosed please find one original of the City of Madera Community Development Block Grant Application (CDBG) Public Service Proposal Application 2018 / 2019.

Should you have any questions, please contact me at the number or e-mail below.

Best regards,

A handwritten signature in blue ink that reads "Elizabeth Wisener".

Elizabeth Wisener
Community Services Program Manager
Community Action Partnership of Madera County
1225 Gill Avenue
Madera, CA 93637
Phone: 559-673-9173
e-mail: ewisener@maderacap.org

RECEIVED
4/13/18

4:27 p.m.

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)**

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services. (Please see the note below.)		
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).		
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		

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

The Community Action Partnership of Madera County is applying for funding to support the activities of the Fresno Madera Continuum of Care to help address homelessness. This application falls under the administrative section of the Community Development Block Grant. Since direct services are not provided with this funding, this section is not completed.

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

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

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

***Definitions of these categories may be found on the next page.**

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.

THIS PAGE LEFT BLANK

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.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 10.4

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:

How often are financial records audited, and by whom? Yearly – Randolph Scott & Company

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 do hereby resolve that on February 8, 2018, 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.

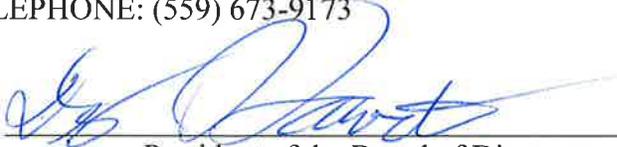
Dated: February 8, 2018

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

ADDRESS: 1225 Gill Avenue, Madera, CA 93637

TELEPHONE: (559) 673-9173

By: _____



President of the Board of Directors

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

By: _____



Executive Director

RETURN THIS ORIGINAL TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.

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

This application seeks to help address community challenges created by homelessness in Madera. Homeless Services and Facilities was identified as a “High Priority” on The City of Madera’s 2015 - 2019 Consolidated Plan. For purposes of this application, the 2017 Homeless Point-In-Time Count results will be used to support how the need was identified. The Count is coordinated by the Fresno Madera continuum of Care and is conducted by local volunteers. The 2017 Count enumerated 178 unsheltered homeless people and 93 sheltered homeless for a total of 271 people. The homeless problem is a complex problem creating many types of challenges.

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

The Community resources available to homeless individuals and families in Madera County are extremely limited. The Madera Rescue Mission offers emergency food and shelter for the homeless. The Victory Outreach program offers a faith-based transitional program that can serve men. Community Action Partnership of Madera County offers four housing programs that serve men, women, children and domestic violence victims. The Martha Diaz Shelter offers emergency shelter. Victim Services also operates a transitional housing program for victims of domestic violence. The Shunammite Place offers permanent supportive housing for chronically homeless women. This year, the Shunammite Place received expansion funds to serve 6 additional people. As of November 2018, the program will be able to house 3 men and/or 1 family. Oakhurst Serenity Village located in Oakhurst is a permanent supportive housing program for chronically homeless men. The Housing Authority operates a transitional housing program at the Pomona Ranch that has the capacity to serve 10 families for 3 to 5 months of the year.

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

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

The Fresno Madera Continuum of Care (FMCoC) invites nonprofit service providers, government entities, business, and individuals to join in the efforts to end homelessness in the community by becoming a member of the FMCoC. FMCoC does not duplicate or provide direct

services, but enhances and compliments all other homeless services within the FMCoC region through the ability to standardize services, provide the mandated Federal organization of service providers and the community members, and enables the region to apply for or receive \$9,390,872 annually in HUD homeless funds. Without membership on the FMCoC, a Madera County entity would not be eligible to apply for HUD funds.

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

The measurable goals and objectives are listed in the section below. The method used to measure the effectiveness of the outcomes and services will be to report on the progress of each of the goals on the quarterly reports submitted to the City of Madera.

Which National Objective does your program meet?

Although this grant application does not directly relate to the three designated National Objectives, the scope of work of a Continuum of Care Coordinator or similar position is eligible under the CDBG program as administrative cost. Please fund this application out of the administrative cost. As a reference, please see HUD Information Bulletin CPD-01-020.

Which measurable objectives does your program meet? CAPMC will accomplish the following:

1. Support activities of Madera County Homeless Coalition by coordinating and participating in Homeless Coalition meetings. The measurable performance indicator will be tracking participating in meetings. The expected number of meetings will be 4 per year.
2. CAPMC will have active membership on the Fresno Madera Continuum of Care. Membership on the Continuum is vital because often the only representatives present at Continuum meetings from Madera are those from CAPMC. The CAPMC staff then communicates information from the Continuum to the Madera Homeless Coalition. The measurable performance indicator will be participation in meetings. There are at least 24 meetings per year.
3. CAPMC will plan and coordinate the 2019 Homeless Point-In-Time Count.
4. CAPMC will support local code enforcement departments by coordinating outreach efforts to the homeless at times when homeless encampments are scheduled to be cleaned up.

How will your program meet its goals in one year?

The program will monitor and report on performance indicators on a quarterly basis to the City of Madera. CAPMC will know that it has met its goals in one year if the performance indicators listed above reach the expected numbers.

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

The CAPMC Staff who serve on the FMCoC Board are funded out of multiple sources. The

CDBG funding allows us to maximize resources to provide more comprehensive services to the homeless.

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

Each year, CAPMC solicits in-kind donations from several sources to provide much needed assistance for Homeless Awareness day and the Homeless Point-In-Time count. A dollar value has not been assigned for the donations, but the events would not be successful without the additional support. This past year CAPMC received enough donations to prepare over 250 hygiene kits. For the 2018 Homeless Point-In-Time Count, there were 31 agencies who donated supplies or sent volunteers to help with the count and there were 63 people who came out to help conduct the count. Each year more support is received than the year before.

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 has the support of the Madera County Homeless Coalition members and the Fresno Madera Continuum of Care members to continue facilitating and coordinating the homeless activities of the Coalition. Members were contacted to request support for this application. Included as an attachment to this application are 8 letters of support.

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.

When outreach is conducted outside of the Madera City limits, the HUD Shunammite Place grant funds are used to pay for staff time. Funds are extremely limited and there would be little outreach conducted if it weren't for the CDBG funds that help pay for services that occur within the City limits.

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

The Centralized/Standardized intake prioritization process is accomplished by utilizing the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and placement of homeless into appropriate and available programs. This is one of the mandated services that HUD has required of all CoC's.

Discuss your program's/project's successes.

Because of the CDBG funds, the following successes were made possible:

- CAPMC was eligible to apply for and has received funding to serve an additional 6 people at the Shunammite Place for a total of 21.

- The CDBG funds allowed a representative from Madera to join the Continuum and the Fresno Continuum of Care became the Fresno Madera Continuum of Care. As a result, there is now more support for the homeless in Madera County.
 - A homeless project was added in Oakhurst that serves 7 chronically homeless men.
 - Fresno EOC applied for funding to help house Madera's Homeless. In that in the past, the Fresno programs were not funded to serve people from Madera.
 - Madera receives valuable T&TA from homeless experts on the FMCoC. Jody Ketcheside, the past Chair, attends both the Homeless Coalition meetings and Housing the Homeless meetings. Her advice has been valuable to both groups.
 - An outreach team has been funded by the FMCoC to help conduct outreach to the homeless in Madera.
 - The Fresno EOC was also awarded funds to establish a one-stop center in Madera for the homeless to be assessed for housing and to be informed of services. This program will be implemented sometime in late 2018 or early 2019.
 - At least 4 homeless people were housed in this contract period by Fresno programs.
- CAPMC staff planned and coordinated the HUD mandated Homeless Point-In-Time Count
- CAPMC staff planned and coordinated the annual Homeless Awareness Day
- CAPMC staff participated on the Coordinated Access Team that planned and established the HUD mandated Coordinated Access system. A Coordinated Entry Procedures Manual has also been written and approved by the FMCoC. This system took months and months to develop and it can be easily be modified to established a homeless coordinated access system that will work for Madera.
- During the months of August 2017 through March 2018 outreach was conducted 22 times and 137 number of contacts were made with homeless people to share about services.

Discuss your program's/project's past performance (2011 to 2016).

- HUD mandated Homeless Point-In-Time counts were conducted
- Requirements of the Hearth Act were implemented via the direction of the FMCoC
- Housing First Program Approach to addressing homelessness was implemented
- Annual Homeless Awareness Day events were planned and conducted
- New Homeless Management Information System Performance Standards were implemented via the HMIS Committee of the FMCoC
- The Homeless Coordinated Access system has been developed via the FMCoC's committee
- Homeless Coalition meetings were facilitated to provide communication about homeless issues with Madera's Homeless service providers

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

CAPMC maintains a spreadsheet that depicts the housing services projects located in Madera County. The spreadsheet is updated as services increase. In addition, the Coordinated Access system includes tracking the progress of housing homeless people in the HMIS system. Quantifiable data can be extrapolated from the HMIS system.

CITY OF CHOWCHILLA CALIFORNIA



April 12, 2018

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Development Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. No person should have to live on the streets.

Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Riviere".

David Riviere, Chief of Police

Fresno Madera Continuum of Care



April 12, 2018

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Develop Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support CAPMC's focus on reducing homelessness in Madera County.

Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. CAPMC has been an active participant in the FMCoC board meetings, staffs a position on the Executive Committee, and provides the updates on Madera's progress toward ending homelessness. Without participation in the FMCoC, the existing HUD funding that Madera receives would be in jeopardy as it is required by the funder.

Please give this application your fullest consideration and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Jody Ketcheside

Jody Ketcheside
Vice Chair
Fresno Madera Continuum of Care
jketcheside@tpocc.org

Executive Committee

Chair: Shawn Jenkins Vice Chair: Jody Ketcheside Secretary: Heidi Crabtree Treasurer: Michelle Tutunjian
Immediate Past Chair: Jody Ketcheside Members at Large: Gabriela McNeil, Cheryl Viera, Laura Lopez
Regional Representatives: Elizabeth Wisener, Laura Moreno, Tom Morgan

1331 Fulton Mall, Fresno, CA 93721

Phone: (559) 457-4251

www.fresnomaderahomeless.org



Housing Authority of the City of Madera

William Oliver
CHAIRMAN

Linda Marie Shaw
EXECUTIVE DIRECTOR

April 12, 2018

Housing Authority City of Madera
205 North G Street
Madera, CA 93637

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Development Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. No person should have to live on the streets.

Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Linda M. Shaw
Executive Director





**MADERA COUNTY
BEHAVIORAL HEALTH SERVICES**

209 E. 7th Street / Madera, CA 93638

**DENNIS P. KOCH, MPA
DIRECTOR OF BEHAVIORAL HEALTH SERVICES
MENTAL HEALTH DIRECTOR
• ALCOHOL/DRUG PROGRAM ADMINISTRATOR**

**P.O. BOX 1288
MADERA, CA 93639-1288
PHONE (559) 673-3508 TTY (800) 735-2922
CONFIDENTIAL FAX (559) 661-2818**

April 12, 2018

Madera County Behavioral Health Services
Julie Morgan, LCSW, Assistant Director
209 E. 7th Street
Madera, CA 93638

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Develop Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. No person should have to live on the streets.

Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Julie Morgan, LCSW
Assistant Director
Madera County Behavioral Health Services



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 W. FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 662-6040 / FAX (559) 673-3302 / TDD (559) 675-8970

Exhibit A

MAX RODRIGUEZ
SUPERVISOR DISTRICT 4

April 12, 2018

Office of Supervisor Max Rodriguez, District 4
County of Madera
200 West Fourth Street
Madera, California 93637

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Mr. Rojas:

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Develop Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. I strongly support this grant application and the focus on reducing homelessness in Madera County.

Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. No person should have to live on the streets.

Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Respectfully,


Max Rodriguez



COUNTY OF MADERA

700 E. YOSEMITE AVENUE / MADERA, CALIFORNIA 93638
(559) 675-7841 PHONE / (559) 675-7603 FAX

Deborah Martinez, Director

Equal Opportunity Employer

April 13, 2018

Madera County
Department of Social Services
Deborah Martinez, Director
700 E. Yosemite Ave.
Madera, CA 93638

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Develop Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. No person should have to live on the streets.

Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Deborah Martinez
Director



P.O. Box 642 • Madera, CA 93639

Bus. (559) 675-8321 • Fax (559) 675-8073 • muuunger911@hotmail.com

Michael Unger, Executive Director

City of Madera
205 West Fourth Street
Madera, CA 93637
ATTN: CDBG Administration
Jorge Rojas – Program Manager

April 12, 2018

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Develop Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. No person should have to live on the streets.

Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Pastor Mike Unger
Executive Director
Madera Rescue Mission



SAINT JOACHIM CHURCH
401 West 5th Street
Madera, California 93637-4406
559-673-3290, Fax 559-673-6471

April 12, 2018

St. Joachim Church
401 W. 5th Street
Madera, CA 93637

RE: Community Development Block Grant Application for supporting homeless programs through the Fresno Madera Continuum of Care

Dear Jorge Rojas,

The Community Action Partnership of Madera County (CAPMC) is submitting a Community Develop Block Grant Application to the City of Madera to help the City meet the HUD requirement of being part of a Homeless Continuum of Care. We strongly support this grant application and the focus on reducing homelessness in Madera County.

Funding from this grant would enable CAPMC to continue to attend the Fresno Madera Continuum of Care (FMCoC) meetings as well as plan and orchestrate the Homeless Point-In-Time Count. Being a member in good standing on the FMCoC is required to receive HUD dollars to serve the homeless. HUD funding is a critical component needed to help address Madera County's homeless crisis. No person should have to live on the streets.

Please give this application your fullest regard and help CAPMC to be able to continue working with the FMCoC.

Sincerely,

Enrique C. Medina
Business Administrator/
Personnel Manager
St. Joachim Church

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

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

PROJECT TITLE: CAPMC Administration

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

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

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

5. Female Head of Household: _____ -

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,500	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

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

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

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

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jjrojas@cityofmadera.com

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” or “Negro” 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.

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY) CDBG	\$16,950	
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$16,950	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$9,884
BENEFITS	0150	\$2,730
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	\$89
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	\$105
OFFICE RENTAL	0400	\$494
EQUIPMENT RENTAL	0450	
UTILITIES	0500	\$84
TRAVEL (ADMIN.)	0550	\$250
FOOD SUPPLIES	0600	
CONTRACTS	0650	\$1,065
TRANSPORTATION	0700	\$835
INDIRECT COST		\$1,414
TOTAL		\$16,950

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.

EXHIBIT C

- 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.

Exhibit C

Page 2 of 3

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT C
YOUTH LEADERSHIP INSTITUTE
PUBLIC SERVICE
AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the Youth Leadership Institute, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a program to engage youth in After School Programs to work towards solutions, create policy change and impact local municipal policy is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$10,000 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the

CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor 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 Contractor’s performance of its obligations under this agreement or out of the operations conducted by Contractor, 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 Contractor’s performance of this agreement, the Contractor 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.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR 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.

22. Insurance Requirements for Service Providers

Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider 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

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20

10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$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. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

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:

YOUTH LEADERSHIP INSTITUTE

By: _____
Andrew J. Medellin, Mayor

By: _____
Jonathan Marker, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

RECEIVED
4/13/18
4:45 p.m.



YOUTH LEADERSHIP INSTITUTE

COVER SHEET

CITY OF MADERA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION

COPY



COPY

Table of Contents

Proposal Application Part 1&2Tab 1

Youth Leader Applications SampleTab 2

**Youth Leadership Institute Intake Survey & Youth
Development SurveyTab 3**

Financial Contribution Commitment Letters.....Tab 4

Madera Youth Commission Survey Results.....Tab 5

Letter of Support.....Tab 6

Tab 1

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)**

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	17% of City of Madera pop. 5000 (2016 US Census Survey)	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	214	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		n/a
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)	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 +
			150	64				
GENDER	Female	12						
	Male	89						
FEMALE HEAD OF HOUSEHOLD	N/A. We collect specific youth demographic data in their application. We can add this component to the application moving forward.							

Ethnic Categories*	No.
Hispanic or Latino	149
Not-Hispanic or Latino	65
Racial Categories*	
American Indian or Alaska Native	
Asian	10
Black or African American	10
Native Hawaiian or Other Pacific Islander	
White	30
Other	15

***Definitions of these categories may be found on the next page.**

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.

Left Blank

SPONSORING AGENCY MANAGEMENT**CORPORATION DIRECTORS:**

How often does the Board meet? Board meetings are bimonthly

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

14

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

8 Minimum 20 Maximum

Please provide the following information:

Date of Incorporation: February 25, 1992

IRS Employer Number: 68-0184712

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

FINANCIAL:

How often are financial records audited, and by whom? Financial records are independently audited annually by Harrington Group, Certified Public Accountants, LLP

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:

There are no judgments or pending lawsuits against the agency or program.

List any outstanding obligations:

Outstanding obligations include office leases and an equipment lease.

- 1) Office Lease effective May 1, 2018 – April 30, 2023, San Francisco Office: 209 9th Street, Suite 200, San Francisco, CA 94103
- 2) Office Lease effective September 15, 2016 and now Month-to-Month, Fresno Office: 1749 L Street, Fresno, CA 93721
- 3) Office Lease effective December 1, 2017 – December 31, 2019, Merced Office: 470 W. Main Street, Suite 15, Merced, CA 95340
- 4) Office Lease effective December 1, 2017 – November 30, 2019, Marin Office: 1363 Lincoln Avenue, Suite 1, San Rafael, CA 94901

- 5) Office Lease effective November 15, 2015 – October 31, 2018, San Mateo Office: 1670 South Amphlett Boulevard, Suite 250, San Mateo, CA 94402
- 6) Printer Equipment Lease effective December 4, 2014 – December 4, 2018 located at 1749 L Street, Fresno, CA

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Youth Leadership Institute do hereby resolve that on April 11, 2018, 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: April 11, 2018

AGENCY NAME: Youth Leadership Institute

ADDRESS: 209 9th Street, Suite 200, San Francisco, CA 94103

TELEPHONE: 628-400-9252

By: [Signature]
President of the Board of Directors

Chairman

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

By: [Signature]
Executive Director

RETURN THIS ORIGINAL TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE: April 13, 2018, 5:00 p.m.

CONTACT PERSON: Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:

According to the 2016 US Census American Community Survey, 17% of the City of Madera Population are ages 15-24. Generation Z (those born after 1996), referred to as the generation following Millennials, wants to engage to create social impact in their communities. This generation is concerned about human impact in their communities and believe they can operate as a change agent. In February 2018, the US Department of Labor reported a 7.2% unemployment rate in the City of Madera, and we know this not only matters to youth, but they can play an important role in shifting the staggering impact of unemployment in our communities, among many other issues we face today. We know that youth need opportunities to build leadership skills to shape and influence policies to create healthy communities. Data from the Youth Civic Engagement Survey administered in Month 2018, found an overwhelming 90% of youth stated that they did not feel their voice was considered when city decisions were made.

The purpose of Youth Leadership Institute's (YLI) youth development programs is to build communities that invest in and support young people, in an effort to meet critical community needs. YLI works to elevate the voices of those most directly impacted by a given social issue to be the voices of their communities. YLI provides assistance to low-income households by engaging youth in After School Programs to work towards solutions in their cities. YLI will recruit, build the capacity, and engage youth to be a part of the Youth Commission to create policy change and impact local municipal policy. We will work in direct partnerships with the City of Madera Parks Department, the current Park Commission, and Madera Unified School District (MUSD) to recruit youth ages 13 – 24 to serve on a City-wide Youth Commission. Ultimately, the goal is to empower youth with the skills needed to work with the City Council Members and the Mayor to create policies.

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

Currently, in Madera there is not a Youth Development organization that has the background and expertise in policy change and advocacy. Given our 26-year history and experience, we hope to cultivate a groundbreaking opportunity to engage youth as leaders in their community.

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

Through YLI's rigorous, engaging, and comprehensive Youth Development curriculum, Youth Commissioners will develop Youth Commission-related knowledge and skills so that they may effectively execute their duties. This skill set will be invaluable to the current Parks Youth Commission and will allow them to engage in a deeper level in their current work and will provide a pathway to an elevated leadership role on the City-wide Madera Youth Commission. The current Parks Youth Commission will serve as a feeder for the City-wide Madera Youth Commission that will address well-rounded policy issues that impact youth as a whole in Madera. In addition, YLI has also created a partnership with MUSD to launch Student

Advocacy Councils at the high schools. We believe varying degrees of school, community, and city groups of youth advising and leading their peers in necessary and important to lifting the voice of youth.

Youth Commissioners will increase their civic knowledge and better understand their civic responsibility through content-specific workshops as well as through meetings, activities, and interactions with Councilmembers, City leaders, and City staff. Youth Commissioners will hone their leadership skills through a regular, continuous series of trainings, such as meeting facilitation, public speaking, advocacy, collaboration, conflict resolution, coordination of town halls, community research, and the role of the Mayor and the City Council.

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

The work of leading a youth commission is focused on three critical categories:

1. The ability to invest in the leadership of youth;
2. Working within a community;
3. A collaborative, long view of community change that brings people together.

Increased and homegrown leadership paired with youth and adult partnerships leads to creating effective policy changes in Madera and will create the success of this work. The effectiveness of the program will be measured through the YLI by the numbers participant survey, an initial intake survey and our annual Youth Development Survey, a retrospective survey administered at the completion of the program (see attached).

Which National Objective does your program meet?

YLI will be addressing the National Objective No.1 - Activities Benefiting Lower Income Persons/Households - Direct Benefit Activities. Youth served will be of low/moderate income. According to Kidsdata.org, MUSD has a student population that is 88% eligible for reduced or free lunch. We will be recruiting through MUSD to ensure programs are benefiting this population.

Which measurable objectives does your program meet?

Objective #1: Recruit and train youth ages 15-21

YLI will train youth using our evidence-based and field-tested Youth Development Curriculum that includes training and skill development in Youth Participatory Action Research (YPAR) for the purposes of addressing the needs and concerns of Madera youth. The YPAR process is:

1. *Issue/Need Identification*: Youth support the issue/needs based on findings and community input.
2. *Choose a Research Method*: This includes learning to identify appropriate research methods, such as interviews, focus groups, photovoice, etc.
3. *Data Collection*: Using the chosen method, youth collect data in the community.
4. *Data Analysis and Interpretation*: Youth compile data and then analyze the data.
5. *Develop Recommendations and Action Plan*: Based on data analysis, youth develop recommendations for change and a plan of action.
6. *Share Recommendations and Action Plan with Key Stakeholders and Community Members*: Youth share their process, findings, recommendations, and action plan

Objective #2: Provide job readiness skills and experience to youth

Through YLI's intensive and innovative workshops, youth learn leadership, communication, and research skills that prepares them to:

1. Actively and professionally participate in decision making processes
2. Think critically about the issues impacting their communities
3. Effectively represent the city or decision-making body and articulately communicate key messages
4. Work successfully as a team
5. Implement youth-led action research community benefit projects

YLI will be providing the following job readiness skills via trainings and workshops in:

- Oral and Written Communication, Team Work Ability, Decision-making, Critical Thinking / Problem Solving, Conflict Resolution, Event Coordination, Budgeting, Introductory Policy Development, Project Planning, Research, Assessment, and Data Analysis

Objective #3: Recommend policy or program creation to be adopted by the City of Madera

Following the YPAR analysis, youth will work together to develop a recommendation for policy creation on issues that impact youth. Steps will include:

- Examination of current city systems to support youth in Madera
- Innovative policy development ideas for Madera City young residents

How will your program meet its goals in one year?

The following proposed outcome performance measures are listed for each primary activity:

1. Youth Recruitment - Outcome Measures: Recruitment of 14 youth and 150 youth that will be in attendance at an annual City-wide "Youth Action Day." There will also be a "Youth Town Hall" that will attract 100-150 youth.
2. Capacity Building - Outcome Measures: Youth knowledge and skill building - 100% of participants will have gained skills in participatory action research, leadership, youth and adult partnerships, team-work, environmental prevention strategies and many other job readiness skills.
3. Action Research - Outcome Measure: Report contains policy recommendation/solutions
4. Planning - Outcome Measure: 100% of youth feel empowered by partnering with City officials to create policy change.
5. Action/Implementation - Outcome Measure: Present a set of policy solutions and/or new program to the City of Madera.
6. Evaluation and Reflection - Outcome Measures: Administer participant surveys at the end to measure increase in knowledge, skills, and collaboration.

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

The City-wide Madera Youth Commission funding model is quite unique to other cities. This work truly has community-wide support of several entities including the schools, community-based organizations and corporate sponsors. YLI has received commitments from Corporate

sponsors and is partnering directly with United Way and with the MUSD to supplement the required funding to carry out the deliverables of the Youth Commission. (Letters of support attached).

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).

YLI is committed to continuing to fundraise with Corporate sponsors such as Comcast and Wells Fargo. In addition, for sustainability purposes, YLI's strong Partnership with MUSD and United Way will be at least a 3-year commitment.

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.

Since June of 2017, YLI has met with community leaders and organizations in Madera to gain support for the City-wide Madera Youth Commission including the City Council members, the Mayor, the Youth Pastors of Madera, the MUSD School Board and others. In March 2017, YLI presented at the Madera Youth Leadership Conference. In Spring 2018, YLI surveyed 160 youth to inquire on their support of a City-wide youth commission (Please see attached survey).

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? YLI will recruit youth leaders and refer youth if there is an overflow of clients to additional programs.

Discuss your program's/project's successes.

YLI is uniquely positioned to address issues impacting youth because of our partnerships throughout Madera, our track record of success, and our expertise gained from over 27 years of sparking leadership of young people to solve pressing issues and serve our communities. YLI will be able to build the Youth Commission due to our expertise gained from 20 years of leading the Marin County Youth Commission. Currently, YLI has 120 policy wins in which youth, adults and elected officials worked together to create change.

Discuss your program's/project's past performance (2011 to 2016). To date, we have facilitated three Youth Commissions and have a strong partnership with many across the state inclusive of the City of Fresno, Marin County, and San Mateo County Youth Commission. We have the invaluable experience of best practices and how to address challenges. Over our 26-year history, YLI has passed over 120 youth-led policies in all of our community-based programming.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service. YLI will provide quarterly reports to the City, and interim reports as needed. All Youth Commission meeting minutes will be published on a monthly basis.

Tab 2



What is the Youth Leadership Institute (YLI)

YLI builds communities where young people and their adult allies come together to create positive social change. We design and implement community-based programs that provide youth with leadership skills in the area of prevention, philanthropy, and policy and civic engagement. Building on these real-world program experiences, YLI creates evidence-based curricula and training programs that enable us to engage in social change efforts across the nation, all while promoting best practices in the field of youth development.

What is the Youth Advocacy Leadership League (YALL)?

The Youth Advocacy Leadership League is a collective of leaders who are trained and provided tools to facilitate chapter meetings, lead trainings, and lead chapter campaign work with their chapter advisors. The mission of YALL is to inspire change, empower youth and adults, encourage action, and grows together to create solutions to build a better community.

Why become a YALL Leader?

As a YALL Leader you will:

- Develop campaigns to create positive change in your school
- Lead chapter meetings and training
- Have your voice and ideas heard
- Meet new people and have fun
- Develop important leadership skills
- Get practical experience that helps you get into college or get a job
- Be eligible to receive a scholarship for participating during the school year

What else do you need to know?

- Applications are due to your Coordinator ASAP.
- The first Youth Advocacy Leadership League (YALL) Leadership Training will be a 3-day overnight retreat at Camp Sierra in summer 2018

Directions for Completing the Applications

- Answer all application questions
- Enclose signed Liability, Media, and Medical Release Form
- Enclose Parent Contact Form
- Enclose the Commitment Statement and Parent/Guardian Support Letter
- Please type or print clearly, Contact us (using the contact information below) if you would like to complete the application on a computer
- If more space is needed feel free to attach additional sheets
- If you have any questions, contact John Mendez at jmendez@yli.org

Have any Questions?

Contact your coordinator at John Mendez at jmendez@yli.org.

Have you received training or developed skills in the any of the following areas? Prior training is NOT required to participate in YALL. We just want to get to know you better!

(Circle or check all that apply)

Skills/Trainings	Circle one	# of trainings	Have you had opportunities to apply your skills?
Public speaking	Y/N		Y/N
Working as a part of a team	Y/N		Y/N
Planning events and activities	Y/N		Y/N
Writing (Reports, summaries, presentations)	Y/N		Y/N
Planning and organizing my time (Time Management)	Y/N		Y/N
Conflict Resolution	Y/N		Y/N
Active Listening	Y/N		Y/N
Carrying out a plan	Y/N		Y/N
Facilitating a group discussion or meeting	Y/N		Y/N
Researching and Assessing my school or community around issues that my program is working on	Y/N		Y/N
Developing an action plan to address school or community issues	Y/N		Y/N
Advocacy/Debate	Y/N		Y/N
Community asset mapping	Y/N		Y/N
Community organizing and Outreach	Y/N		Y/N

Leadership	Y/N		Y/N
Other (Please describe):	Y/N		Y/N

YALL Commitment Statement

I, _____, understand the purpose and function of becoming a YALL Leader, to which I am applying. I am aware of the opportunities and responsibilities, and if accepted, I am prepared to fulfill the commitment that is asked of YALL Leaders. I have also discussed the time commitment with my parents or legal guardians, teachers and school administration, sport coaches and other activities directors, employers, and all others who may be affected by my involvement with this project.

This Commitment includes:

- A mandatory YALL leadership training,
- Completing tasks on my own, as necessary, outside of structured meeting times.

If I have trouble fulfilling these requirements, I will ask for help from the YLI Staff and adults that I am working with.

Signature of applicant: _____ Date: _____

LIABILITY, MEDIA, AND MEDICAL RELEASE FORM (Parent/guardian signature, or self signature if over 18)

I hereby give approval for _____ (Youth Name) to participate in all activities associated with Youth Leadership Institute. I assume all risks and hazards related to participation in the program, including transportation.

I also give the Youth Leadership Institute staff the right to copyright and/or publish, reproduce, or otherwise use my child's name, voice, and likeness and/or written material, photographs, and audiovisual recordings about or by my child for instruction, art advertising, program website, publications or brochures, or any other lawful purpose. I hereby agree to relinquish all rights, title and interest I may have in the finished product and waive all rights to any compensation thereof.

In the event, my son or daughter, a minor, becomes ill or sustains an injury while in the care or under the supervision of the Youth Leadership Institute staff, I give my permission to administer first aid to my child. If I, (the parent, the legal guardian), cannot be contacted immediately in the event of an emergency, I authorize Youth Leadership Institute staff to consent to emergency hospital care for my child. Should any illness or accident occur to him or her, I will not hold liable the representatives of Youth Leadership Institute or any of its staff or program instructors. I assume full responsibility for all related medical costs

PARENT(S)/GUARDIAN(S) (Required information if participant is under 18.)	
Name / Relationship	
Street Address	
City, ST ZIP	
Home Phone / Cell Phone	
Email	
Parent/Guardian's employer	

Name / Relationship	
Street Address	
City, ST ZIP	
Home Phone / Cell Phone	
Email	
Parent/Guardian's employer	

In case I cannot be reached please contact

EMERGENCY CONTACT INFORMATION (This information will only be used in the event of an emergency.)	
Name / relationship	
Emergency phone number	
Healthcare provider name	
Healthcare provider phone	
Special medical conditions/ allergies/ medications	

Signature: _____ **Date:** _____

Forma de Responsabilidad, Permiso de participar en Medios de Comunicación, y Autorización Médica

Yo doy mi permiso para que _____ (nombre del participante) participe en todas las actividades del programa del Instituto Liderazgo Juvenil (YLI). Asumo todos los riesgos y peligros relacionados con la participación en el programa, así como el transporte.

Asimismo, también doy permiso al los empleados del Instituto Liderazgo Juvenil a reproducir, o utilizar de otro manera el nombre de mi hijo(a), la voz y la imagen y/o material escrito, fotografías, grabaciones de audiovisual realizadas sobre y/o por el/ella para la instrucción, la publicidad, sitio de internet, las publicaciones, folletos, o cualquier otro propósito lícito. También cedo todos los derechos, títulos e intereses y renuncio a cualquier derecho a indemnización sobre los mismos.

En caso que mi hijo(a), se enferme o sufra una lesión mientras este bajo el cuidado y/o la supervisión de los empleados del Instituto Liderazgo Juvenil . Si yo o el contacto de emergencia no podemos ser contactados de inmediato en caso de una emergencia, yo autorizo al los empleados del Instituto Liderazgo Juvenil para dar consentimiento en caso de que se requiera atención médica. En caso de cualquier enfermedad o accidente durante la participación en las actividades del programa, los empleados del Instituto Liderazgo Juvenil (YLI) no se harán responsables y yo asumiré todos los gastos médicos.

PADRES/GUARDIAN(S)	
Nombre / Relación	
Domicilio	
Cuidad/Estado/ Coligo Postal	
Teléfono / Mobile (Celular)	
Dirección de correo Electrónico	
Empleado de Padres/ Guardián	

Nombre / Relación	
Domicilio	
Cuidad/Estado/ Coligo Postal	
Teléfono / Mobile (Celular)	
Dirección de correo Electrónico	
Empleado de Padres/ Guardián	

En caso de una emergencia contacte:

CONTACTO DE EMERGENCIA (la Información abajo es solamente en caso de una emergencia)	
Nombre/Relación	
Numero de Emergencia	
Nombre de Seguranza Medical y Numero de Póliza/ Doctor	
Numero de Teléfono del Doctor	
Tiene su hijo(a) de alguna condición medica? Alergia? Restricciones alimentarias?	

Firma del Padre o Guardián: _____ **Fecha:** _____

Parent Support Letter

Dear Parent/Guardian,

Congratulations! Your child is interested in participating in the Youth Leadership Institute’s Friday Night Live Program (FNL) as a Chapter Youth Leader. YLI will provide young people with the opportunity to develop community leadership skills while forming meaningful relationships with youth and adults from Fresno County.

Friday Night Live Chapter Youth Leaders are expected to attend meetings and trainings in local communities. They will learn about prevention strategies, develop research and community-organizing skills, and connect with other youth and adults supporting the Youth Leadership Institute work in Fresno County.

We ask all YALL Leader applicants to commit to the following:

- 2-day overnight orientation retreat at
- Starting on August 2018, participate in monthly meetings. Dates to be determined.

If he/she has trouble fulfilling these requirements, he/she will ask for help from the YLI program staff. We have found that parental involvement and support are an important part of a young person’s overall program experience. Your encouragement and involvement will optimize your child’s experience in the program. We want to thank you for allowing your child to broaden his/her experiences and gain a deeper understanding of the relationship between health and well- being and the importance of prevention efforts in our communities.

By signing this letter, you are notifying YLI staff that you understand the opportunities and responsibilities involved in your young person’s participation in this YLI program and will support

him/her in this commitment. For more information on the Youth Leadership Institute please visit www.yli.org or contact John Mendez John Mendez at jmendez@yli.org

Print Parent/Guardian's Name:	
Signature of Parent/Guardian:	
Date:	

Carta de apoyo de los padres

Estimado Padre,

¡Felicidades! Su hijo (a) está interesado en participar como Líder en el programa Friday Night Live (FNL) que es parte del Youth Leadership Institute (YLI). YLI les da a los jovenes la oportunidad de desarrollar habilidades de liderazgo comunitario mientras forman relaciones significativas con jóvenes y adultos del Condado de Fresno.

Como parte del programa esperamos que los líderes participen en reuniones y entrenamientos en comunidades locales. Aprenderán sobre estrategias de prevención, desarrollarán habilidades de investigación y organización comunitaria y se conectarán con otros jóvenes y adultos que apoyan el trabajo de YLI en el Condado de Fresno.

Pedimos a todos los participantes que se comprometan a lo siguiente:

- Retiro de 2 días y 2 noches en Camp Sierra, durante el Verano
- Participación en las reuniones que incluyen capacitaciones, talleres y otras actividades. Fechas de futuros reuniones serán determinadas.

Si él / ella tiene problemas para cumplir con estos requisitos, él / ella pedirá ayuda del personal del programa de YLI. Hemos encontrado que la participación y el apoyo de los padres son una parte importante de la experiencia general del programa de un joven. Su estímulo y participación optimizarán la experiencia de su hijo(a) en el programa. Queremos agradecerle por permitir que su hijo(a) amplíe sus experiencias y logre una comprensión más profunda de la relación entre salud y bienestar y la importancia de los esfuerzos de prevención en nuestras comunidades.

Al firmar esta carta, usted está notificando al personal de YLI que entiende las oportunidades y responsabilidades involucradas en la participación de su joven en este programa de YLI y lo apoyará en este compromiso. Para obtener más información sobre el Youth Leadership Institute, visite www.yli.org o comuníquese con Cynthia Rocha por email csapien@yli.org o por teléfono 559-255-3300.

Nombre del padre :	
Firma del Padre:	
Fecha:	

Tab 3

12. Do you feel that youth and adults can work together to make change? *

Mark only one oval.

1 2 3 4

Strongly Disagree

Strongly Agree

Demographics

This information will be held as confidential by YLI, feel free to skip a question if it doesn't apply to you.

13. What is your age? *

Number only

14. Gender Identity? *

(Examples: female, transgender, male, agender, genderqueer, genderfluid, etc.)

15. Sexual Orientation? *

(Examples: straight, gay, lesbian, queer, questioning, asexual, bisexual, etc.)

16. Which of the following best describes your ethnicity or cultural background? Please feel free to specify in the spaces provided. *

Mark all that apply

Check all that apply.

- American Indian or Alaska Native
- Black or African American
- Asian/Pacific Islander
- Cambodian
- Chinese
- Filipin(-a/-o)
- Hawai'ian
- Indian
- Japanese
- Korean
- Pakistani
- Samoan
- Thai
- Tongan
- Vietnamese
- Middle Eastern/North African
- Arab
- Iranian/Persian
- Latin(-a / -o)
- Hispanic
- Caribbean
- Central American
- Mexican / Chican(-a / -o)
- South American
- Multi-ethnic / -racial
- Native/Indigenous
- White / European
- Two or more races
- Multiracial
- Ethnicity / cultural background not listed above
- Decline to respond
- Other:

17. Are there other parts of identity which are important to you?

18. Do you receive free or reduced meals at school? *

Mark only one oval.

Yes

No

Don't know

19. Are you interested in attending college? *

Mark only one oval.

Yes

No

Don't know

20. Would you be the first in your family to attend college? *

Mark only one oval.

- Yes
- No
- Don't know

21. What languages do you speak? *

22. What language do you speak most frequently at home? *

23. What responsibilities do you have at home?

Check all that apply
Check all that apply.

- I have a job
- I have to take care of my siblings or other relative
- I have a child
- I contribute financially to my family
- I help with household chores
- Other:

24. Are you currently or have you ever been part of the foster care system?

Mark only one oval.

- Yes
- No

25. Have you ever attended an alternative/community/continuation school?

Mark only one oval.

- Yes
- No

FRIDAY NIGHT LIVE

YOUTH DEVELOPMENT SURVEY 2018

Congratulations on being a part of Friday Night Live! To help us make your program as successful as possible – and to learn about your personal experiences while taking part in the program – we are asking you to complete this survey. All of your responses are confidential. To ensure your privacy, please do not write your name on the survey.

There may be questions that you are not sure how to answer: that's OK. Feel free to ask for help if there is something you do not understand. Please take your time and try to respond to every question in the survey to the best of your ability. There are no right or wrong answers. If you just don't understand a question or can't think of a response, you can leave it blank. Please mark only one response (from Strongly Disagree to Strongly Agree) when you answer each question; if you've marked more than one number, we won't be able to use your response.

The following are two terms that are used in this survey. We have provided you with a definition to help you answer those questions.

Community: Community is defined broadly to include the areas where you live, go to school and/or spend time in. Examples of community can include your school, church group, social group, neighborhood, town or city.

Facilitate: Involves planning and conducting meetings or activities. It includes setting agendas and encouraging the participation of others in solving problems or making decisions as you work on your group's goals.

Thanks again for your help!

FRIDAY NIGHT LIVE YOUTH DEVELOPMENT SURVEY

*The following questions are about your participation in Friday Night Live (FNL).
Please circle one response for each statement.*

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
1. FNL participates in events that take place in the larger community.	1	2	3	4	5	6
2. In FNL, I feel like others really get to know me.	1	2	3	4	5	6
3. Through FNL, I have learned a lot about youth groups and activities in my community.	1	2	3	4	5	6
4. Youth and adults work together to make decisions in FNL.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
5. Through FNL, I have worked with youth that come from different backgrounds (racial/ethnic, religious, economic, gender, or sexual identity).	1	2	3	4	5	6
6. I've felt challenged to push myself in FNL.	1	2	3	4	5	6
7. In FNL, youth have opportunities to take action in our community to create positive change.	1	2	3	4	5	6
8. FNL gives me opportunities to use the new skills I am learning.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
9. In FNL, adult staff provide youth with leadership roles (such as planning activities, facilitating meetings, making presentations, etc.)	1	2	3	4	5	6
10. FNL gives me opportunities to spend time with adults in a positive way.	1	2	3	4	5	6
11. In FNL, staff and youth treat each other with respect.	1	2	3	4	5	6
12. FNL prepared me to take action in my community.	1	2	3	4	5	6

Exhibit A

The following questions are about your participation in Friday Night Live (FNL).

Please circle one response for each statement.

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
13. In FNL, I can say what I think or feel without being criticized or put down.	1	2	3	4	5	6
14. FNL encourages me to learn about the identities/cultural backgrounds of others.	1	2	3	4	5	6
15. I work with FNL to make things better in my community.	1	2	3	4	5	6
16. FNL gives me opportunities to use my leadership skills.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
17. FNL provides me with opportunities to build new friendships.	1	2	3	4	5	6
18. I feel like other people in FNL care about me.	1	2	3	4	5	6
19. FNL provides a space where I feel physically safe.	1	2	3	4	5	6
20. Because of my involvement in FNL, I am more likely to continue my education (either through college or specialized training).	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
21. My involvement in FNL helps me decide to do other things instead of using alcohol, tobacco, and other drugs.	1	2	3	4	5	6
22. Because of FNL, I am more excited about going to school.	1	2	3	4	5	6
23. Through my involvement with FNL, I've learned about opportunities for my future.	1	2	3	4	5	6
24. Because of FNL, I am more committed to doing well in school.	1	2	3	4	5	6

Exhibit A

The following questions are about your participation in Friday Night Live (FNL).
Please circle one response for each statement.

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
25. In FNL, I learn about problems that alcohol, tobacco and drug use can cause.	1	2	3	4	5	6
26. Because of FNL, I support other youth to make healthy choices that don't involve alcohol, tobacco, and other drugs.	1	2	3	4	5	6
27. There are adults in FNL who care about me.	1	2	3	4	5	6
28. Because of FNL, I have a better understanding of the strengths and challenges of my community.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
29. Because of FNL, I feel more engaged in my community.	1	2	3	4	5	6
30. In FNL, youth respect each other's differences (for example: gender, race, culture, religion, sexual orientation, etc.).	1	2	3	4	5	6
31. In FNL, I feel accepted for who I am.	1	2	3	4	5	6
32. In FNL, I learn how to work with people that I don't always agree with.	1	2	3	4	5	6

	Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree
33. Because of being in FNL, I want to take action in my community.	1	2	3	4	5	6
34. In FNL I have opportunities to work with youth and adults to solve conflicts.	1	2	3	4	5	6
35. Because of FNL, I feel like I know what to do if my peers are teasing or harassing others.	1	2	3	4	5	6
36. FNL helps me believe I can try new things/take on new challenges.	1	2	3	4	5	6

The following questions are about skills you have developed in Friday Night Live (FNL).
 Please do your best to answer each question, and circle only one response for each statement.

37. Through FNL, I've had an opportunity to build upon the following skills:				If you marked "Yes," tell us whether this was a <u>NEW</u> skill for you.	
	Yes	No	Don't Know	YES, this was a new skill for me	NO, this was not a new skill
a. Public speaking.	1	2	3	Y	N
b. Working as part of a group.	1	2	3	Y	N
c. Planning events and activities.	1	2	3	Y	N
d. Writing skills.	1	2	3	Y	N
e. Planning and organizing my time.	1	2	3	Y	N
f. Active listening: carefully listening and showing the other person that you understand what s/he is saying.	1	2	3	Y	N
g. Carrying out a plan.	1	2	3	Y	N
h. Leading a group discussion or meeting.	1	2	3	Y	N
i. Examining issues in my school or community.	1	2	3	Y	N
j. Developing an action plan to address school or community issues.	1	2	3	Y	N

Final Comments

Please explain your answers.

38. Why is being in Friday Night Live important to you?

39. What, if anything, would you change about FNL?

Participant Information

Please check one answer for each question

40. How long have you been involved with FNL?	<input type="checkbox"/> Less than one semester <input type="checkbox"/> Two semesters	<input type="checkbox"/> One semester <input type="checkbox"/> More than one school year
41. In the past 4 weeks (1 month), about how often have you participated in FNL activities?	<input type="checkbox"/> Not at all <input type="checkbox"/> About once a week	<input type="checkbox"/> Once or twice a month <input type="checkbox"/> More than once a week
42. When you have participated in FNL activities during the current school year, how long did you usually stay?	<input type="checkbox"/> Did not attend <input type="checkbox"/> 1 hour to 1-1/2 hours <input type="checkbox"/> More than 2 hours	<input type="checkbox"/> Less than 1 hour <input type="checkbox"/> 1-1/2 hours to 2 hours
43. In middle school, did you participate in Club Live?	<input type="checkbox"/> Yes <input type="checkbox"/> No If no, was Club Live offered? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> I don't know	
44. How old are you today?	I am _____ years old.	
45. What best describes your gender identity?	<input type="checkbox"/> Female <input type="checkbox"/> Transgender female <input type="checkbox"/> Male <input type="checkbox"/> Transgender male <input type="checkbox"/> Additional Identity: _____ <input type="checkbox"/> Decline to state	
46. What is the primary language spoken by your family?	_____	
47. Do you qualify for free or reduced lunch at school?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> I don't know	

48. Which of the following best describes your ethnicity or cultural background?
You can write more in the spaces if you would like.

<input type="checkbox"/> African-American/Black: _____	<input type="checkbox"/> Middle Eastern/North African: <input type="checkbox"/> Arab <input type="checkbox"/> Iranian/Persian <input type="checkbox"/> _____
<input type="checkbox"/> Asian/Pacific Islander: <input type="checkbox"/> Cambodian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipin(-a/-o) <input type="checkbox"/> Hawai'ian <input type="checkbox"/> Indian <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Pakistani <input type="checkbox"/> Samoan <input type="checkbox"/> Thai <input type="checkbox"/> Tongan <input type="checkbox"/> Vietnamese <input type="checkbox"/> _____	<input type="checkbox"/> Latin(-a/-o)/Hispanic: <input type="checkbox"/> Caribbean <input type="checkbox"/> Central American <input type="checkbox"/> Mexican / Chican(-a/-o) <input type="checkbox"/> South American <input type="checkbox"/> _____
	<input type="checkbox"/> Multi-ethnic/Multi-racial: _____
	<input type="checkbox"/> Native/Indigenous: _____
	<input type="checkbox"/> White/European: _____
	<input type="checkbox"/> Ethnicity/cultural background not listed above: _____
	<input type="checkbox"/> Decline to state

Tab 4



April 6, 2018

Jorge Antonio Rojas
Program Manager-Grants
City of Madera
205 E 4th Street
Madera, CA 93637

Dear Mr. Rojas:

It is my pleasure to convey not only the support of United Way Fresno and Madera Counties for the Youth Leadership Institute's proposed Madera City Youth Commission but our intention to commit private dollars towards this effort over the course of several years. United Way will be an active partner in all of the youth voice activities in Madera, including the proposed Youth Commission and the Madera Unified School District's Student Advocacy Councils. Our initial fundraising goal and commitment for the first year of operation is \$30,000.

We're excited about the opportunity to partner with Madera youth and leaders to elevate the voice of the community. We believe that highly engaged youth are a critical element to the success and vibrancy of a community. Homegrown leadership will create a more prosperous Madera for generations to come.

Sincerely,

A handwritten signature in cursive script that reads "Lindsay S. Callahan".

Lindsay S. Callahan
President and CEO
United Way Fresno and Madera Counties

Wells Fargo Grant/Reference #40907685

Inbox x



wellsfargo@cybergrants.com

Apr 8 (3 days ago)

to me -



April 8, 2018

Yamilette Rodriguez
Senior Director
YOUTH LEADERSHIP INSTITUTE
1749 L Street
Fresno, CA 93721

Thank you for your request seeking support from Wells Fargo for Youth Leadership Institute.

Although we appreciate the tangible benefits offered with this request, we prefer to decline all of them and will process a donation from the Wells Fargo Foundation in the amount of \$10,000.00 for funds to be allocated towards program support. We will accept name/logo recognition only.

Your acceptance of our grant acknowledges that no goods, services or benefits have been or will be provided to Wells Fargo and Company, or any of its affiliates or team members in exchange therefore.

You may expect to receive payment in the next 4 to 6 weeks.

Thank you for your generous offer. Our best wishes for your continued success.

Sincerely,
Sabrina Kelley

Reference: 40907685

CG/JMAIL/124471307



April 9, 2018

Jorge Antonio Rojas
Program Manager-Grants
City of Madera
205 E 4th Street
Madera, CA 93637

Dear Mr. Rojas:

It is with great pleasure that Comcast confirm support of the Youth Leadership's proposed Madera City Youth Commission at the \$1,500 level for 2018. At Comcast, we seek to further our community impact priorities through sponsorships that strengthen the communities we serve. Empowering youth in our communities with education, skills, and training is a top priority and so this program is a perfect example of the partnerships that are most meaningful to us.

We are excited to continue our work with Youth Leadership Institute in bringing the Madera Youth Commission to your community.

Sincerely,

A handwritten signature in black ink that reads "Angela Hiyama". The signature is written in a cursive, flowing style.

Angela Hiyama
Director of Government Affairs – South Valley
Comcast



April 11, 2018

Jorge Antonio Rojas
Program Manager-Grants
City of Madera
205 E 4th Street
Madera, CA 93637

Dear Mr. Rojas:

It is my pleasure to convey not only the support of Madera Unified School District (MUSD) for the Youth Leadership Institute's (YLI) proposed Madera Citywide Youth Commission but the intention of MUSD to commit dollars towards this effort over the course of several years. MUSD will be an active partner with YLI and the United Way in all of the youth voice activities in Madera, including the proposed Youth Commission and the Madera Unified School District's Student Advocacy Councils.

We're excited about the opportunity to partner with Madera youth and leaders to elevate the voice of the community. We believe that highly engaged youth are a critical element to the success and vibrancy of a community. Homegrown leadership will create a more prosperous Madera for generations to come.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Lile", is written over the typed name. The signature is fluid and stylized, with a large loop at the beginning and a long horizontal stroke at the end.

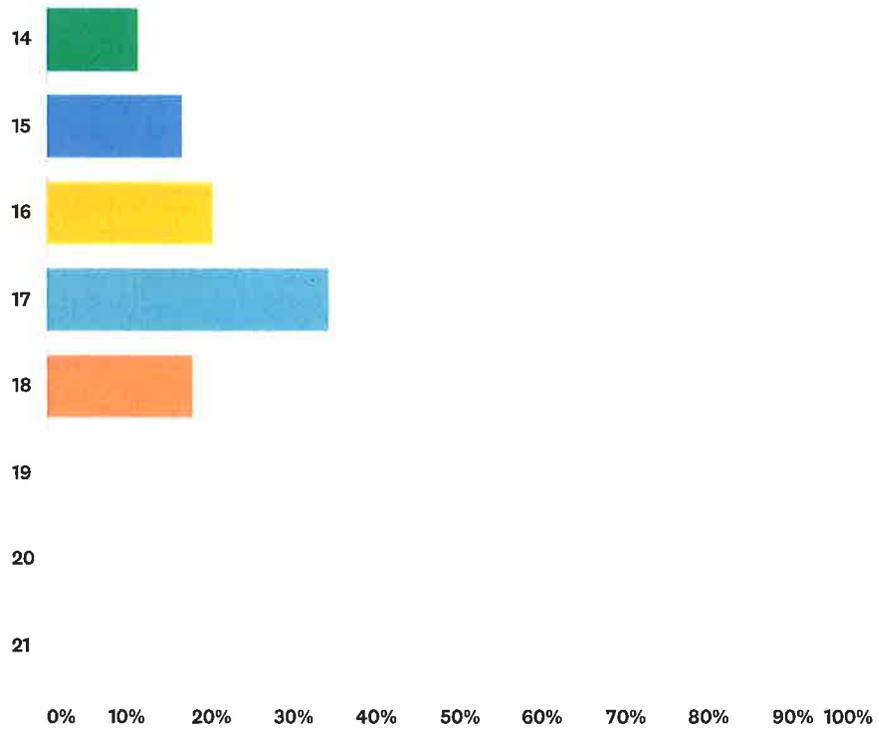
Todd Lile,
Superintendent

Tab 5

Madera Youth Commission Survey

Q1 What is your age?

Answered: 163 Skipped: 0



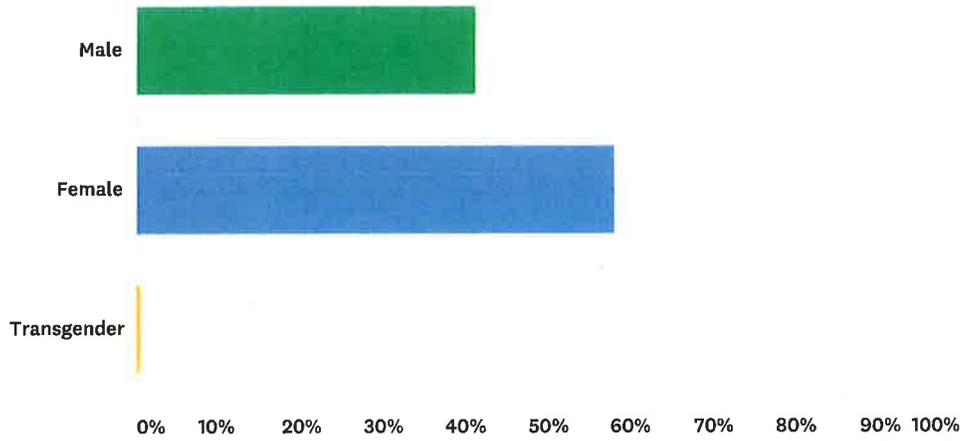
ANSWER CHOICES

ANSWER CHOICES	RESPONSES	
14	11.04%	18
15	16.56%	27
16	20.25%	33
17	34.36%	56
18	17.79%	29
19	0.00%	0
20	0.00%	0
21	0.00%	0
TOTAL		163

Madera Youth Commission Survey

Q2 Which gender do you identify with?

Answered: 160 Skipped: 3



ANSWER CHOICES

Male

Female

Transgender

Total Respondents: 160

RESPONSES

41.25%

58.13%

0.63%

66

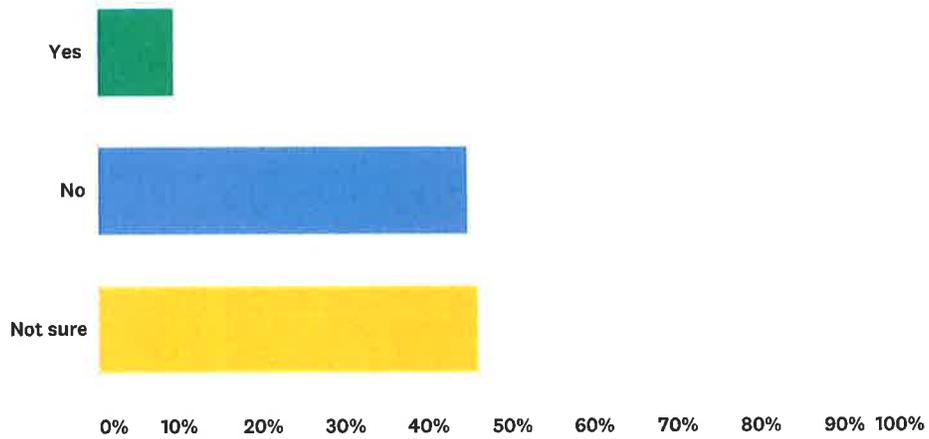
93

1

Madera Youth Commission Survey

Q3 Do you feel that your voice is taken into consideration when city/community decisions are made?

Answered: 163 Skipped: 0



ANSWER CHOICES

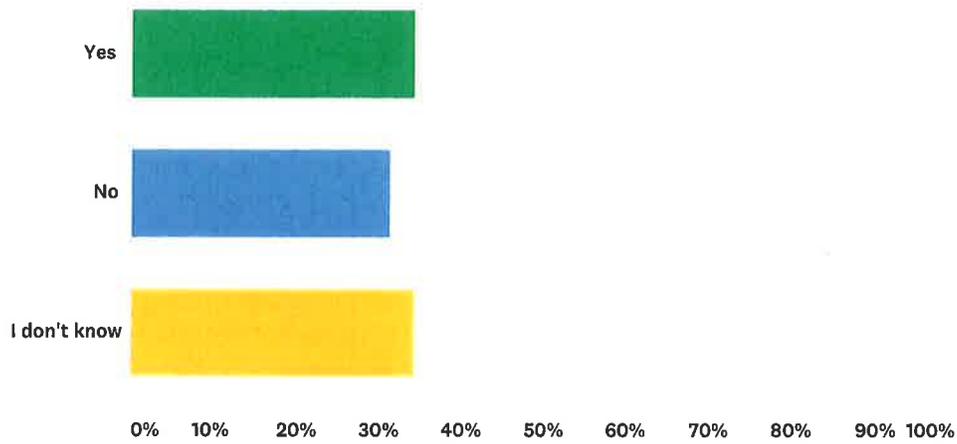
Yes
No
Not sure
TOTAL

RESPONSES

9.20%	15
44.79%	73
46.01%	75
	163

Q4 Are there opportunities for young people to voice their opinions on decisions the city makes that impact youth?

Answered: 163 Skipped: 0



ANSWER CHOICES

Yes

No

I don't know

TOTAL

RESPONSES

34.36%

31.29%

34.36%

56

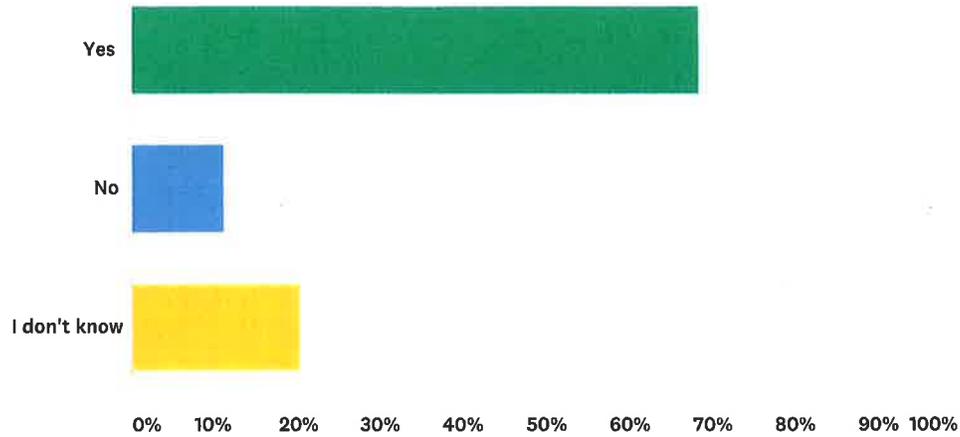
51

56

163

Q5 Do you feel it's important that youth thoughts and opinions are taken into consideration when city/community decisions are made regarding youth?

Answered: 163 Skipped: 0



ANSWER CHOICES

Yes

No

I don't know

TOTAL

RESPONSES

68.71%

11.04%

20.25%

112

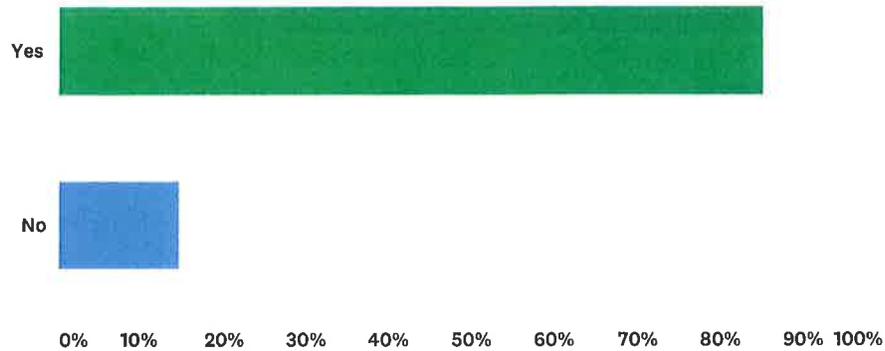
18

33

163

Q6 Are you in favor of a youth commission, a body of youth that advise city council on issues and policy regarding young people, and that provides youth decision making power in citywide issues impacting youth?

Answered: 163 Skipped: 0



ANSWER CHOICES

Yes

No

TOTAL

RESPONSES

85.28%

14.72%

139

24

163

Tab 6



Exhibit A
City of Madera

Parks & Community Services Department

April 9, 2018

Youth Leadership Institute

Attention: Ms. Yammilette Rodriguez, Senior Director, Central Valley
1749 "L" Street
Fresno, CA 93721

Dear Ms. Rodriguez,

Please accept this letter in support of the Youth Leadership Institute's (YLI) pursuit of funding to launch a Youth Commission in Madera.

The City of Madera's Parks & Community Services (PCS) Department works in concert with MUSD and other partners to ensure that youth have access to quality enrichment programming. PCS is pleased to partner with YLI to launch an expanded Youth Commission that will engage youth in policy change in Madera. We're excited about the opportunity to work with a suite of partners and community leaders to elevate the voice of the community. We believe that highly engaged youth are a critical element to the success and vibrancy of a community. Homegrown leadership will create a more prosperous Madera for generations to come.

Please feel free to contact me at 559-661-5491 if additional information is needed. We are eager to expand our partnership with YLI so that we can further our collective efforts to strengthen youth voice in Madera. Thank you.

Sincerely,

Mary Anne Seay, Parks & Community Services Director
City of Madera



Service

Integrity

Accountability

Teamwork

City of Madera
Parks & Community Services

701 E. 5th Street
Madera, CA 93638

559.661.5495 T
559.675.3827 F

www.madera-ca.gov

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

NAME OF ORGANIZATION: Youth Leadership Institute
940 Howard Street
San Francisco, CA 94103

PROJECT TITLE: Madera City Youth Commission

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

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

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

5. Female Head of Household: _____ -

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,500	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

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

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

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

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

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” or “Negro” 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.

INCOME SOURCE	AMOUNT	
CITY	10,000 (CDBG Request)	
UNITED WAY	30,000 (Requested)	
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING	11,500 (Confirmed)	
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)	Madera Unified School District (Requested) 40,000	
TOTAL INCOME	91,500	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	5408
BENEFITS	0150	1352
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	1500
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	390
FOOD SUPPLIES	0600	850
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	500
TOTAL		10,000

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT D
MADERA RESCUE MISSION
PUBLIC SERVICE
AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the Madera Rescue Mission, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a program to provide services associated with carrying out the activities with the Mission to provide emergency shelter, food, an Addiction Program, clothes and clothe washing, showering and overnight accommodations are eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$10,000 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor 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 Contractor’s performance of its obligations under this agreement or out of the operations conducted by Contractor, 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 Contractor’s performance of this agreement, the Contractor 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.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR 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.

22. Insurance Requirements for Service Providers

Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider 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

Service Provider shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$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. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

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 RESCUE MISSION

By: _____
Andrew J. Medellin, Mayor

By: _____
Pastor Mike Unger; Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____



RECEIVED
4/13/18
11:30 am

P.O. Box 642 • Madera, CA 93639
Bus. (559) 675-8321 • Fax (559) 675-8073 • munger@maderarescue.org

City of Madera
205 West Fourth Street
Madera, CA 93637
ATTN: CDBG Administration
Jorge Rojas – Program Manager

April 12, 2018

Dear Jorge,

We here at the Madera Rescue Mission are respectfully submitting **two** applications for grant funding from the CBDG Administration.

The first being for assistance in the **services** we provide the Madera community in the amount of **\$25,000** the details of which are outlined and described in the attached application.

The second is in the amount of **\$10,000** to help provide assistance for **administration** by way of staff wages (which are kept to a minimum), operating expenses: phone lines, copy machines and paper costs, building maintenance and utilities, Mission vehicle costs and licence/insurance fees, etc.

In operating as a non-profit organization we rely heavily on donations and grant funding to keep things running smoothly and maintaining the level of quality services to our clients, the homeless, displaced and needy of our community. CBDG's financial assistance with what we do here at the Madera Rescue Mission will be greatly appreciated as we move forward in our efforts to serve.

With respect and thanks;

Pastor Mike Unger
Executive Director
Madera Rescue Mission

Date 4-13-18

Agency MADERA RESCUE MISSION

Program COMMUNITY SHELTER AND REHABILITATION PROGRAM

EVALUATION QUESTIONS		Scoring					COMMENTS
		0	1	2	3	4	
A.	Program Design						
1	Does the program address one of the City's priorities for this year's Action Plan?						
2	Does the program serve mainly low- to moderate-income people?						
3	Is there an effective outreach effort?						
4	Are the expected outcomes described and quantified?						
5	Is there a plan for assessing the program outcomes?						
B.	Capacity and Past Performance						
1	Is the Board of Directors active?						
2	Is staffing adequate?						
3	Does the applicant have other sources of funding sufficient for its programs?						
4	Did the agency meet its contractual obligations for past use of CDBG funds including meeting planned outcomes?						
5	Does the budget seem adequate?						
6	Deliverability: Will the applicant be able to accomplish what is claimed in the application?						
	Extra Bonus Points						
1	Is the proposed program new or different or special?						
2	How important is CDBG funding for this project? Are CDBG fund the only likely way to accomplish this program?						
	Total						

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)**

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	784	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	392	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		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 +
	45	33	8	120	138	17	20	11
GENDER	Female	296						
	Male	96						
FEMALE HEAD	266							

EthnicCategories*	No.
Hispanic or Latino	227
Not-Hispanic or Latino	165
Racial Categories*	
American Indian or Alaska Native	18
Asian	0
Black or African American	69
Native Hawaiian or Other Pacific Islander	0
White	66
Other	239

***Definitions of these categories may be found on the next page.**

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.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Once a month

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

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

7 Minimum

11 Maximum

Please provide the following information:

Date of Incorporation: 01/05/1987

IRS Employer Number: 77-0144133

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

FINANCIAL:

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

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera **Rescue Mission** do hereby resolve that on April 6, 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

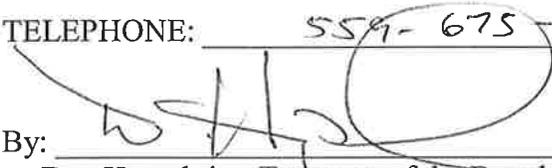
Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: April 12th, 2018

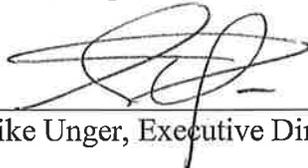
AGENCY NAME: Madera Rescue Mission

ADDRESS: 1305 CLINTON MADERA, CA. 93638

TELEPHONE: 559-675-8329

By: 
Dan Humphries, Treasurer of the Board of Directors

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

By: 
Mike Unger, Executive Director

RETURN THIS ORIGINAL TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE: April 13, 2018, 5:00 p.m.

CONTACT PERSON: Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.

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

The homeless situation in Madera County is a complicated one. It impacts businesses, residential areas, health care and social services and it remains a controversial topic of conversation within the community.

- a. The mission provides emergency shelter to some 100 plus men, women and children nightly.
- b. The mission provides breakfast, lunch and dinner or 200 plus meals daily.
- c. The mission programs and counsels some 78 individuals throughout the year in our 18-month Addiction Program.
- d. The mission provides at no charge, clothes and clothes washing services to the homeless.

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

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

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

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

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

- a. We have emergency housing for women and children 49 beds
- b. We have emergency housing for men 95 beds
- c. A hot well balanced nutritionally sound dinner is created nightly
- d. Faith based 18 month Addiction Recovery program for both men 17 beds and women 5 beds (12 months in-in-patient and 6 months transitional/out-patient)
- e. Work training, and work placement assistance
- f. Ongoing counseling and mentorship long after they've graduated or left the program.

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

The Mission's effectiveness can be measured in several ways:

- a. By removing 100 plus homeless men, women, and children from the streets nightly and in so doing, making a safer city for all parties involved.
- b. By caring for single mothers and children (Shelter, diapers, formula, counseling).
- c. By feeding 200+ meals a day we create and provide healthy food choices.
- d. By moving some 70 or so men and women through our 18-month Faith based Addiction Recovery Program.
- e. By moving our program graduates into transitional housing
- f. Once transitionally housed our graduates have an opportunity to finish their Grade 12 or GED educational requirements, or find gainful employment
- g. Once gainful employed our transitional candidates are assisted and directed to permanent housing or restoration of housing
- h. I would be remiss not to mention the changed lives that are touched as God plays a more active role in their recovery.
- i. Special events activities; the holidays are particularly difficult for the homeless. As such, we make a special effort to brighten the Thanksgiving season for those that may not have much to be thankful for. We do this by preparing and presenting some 1,600 plus turkey meals, complete with all the fixings. In Christmas Dinners complete with 1,200 age specific, wrapped toys for the children.

Which National Objective does your program meet?

Madera Rescue Mission meets National Objective # 1. Our activities benefit homeless, lower income families and children. In addition we also provide 18 month inpatient Addiction recovery. The mission endeavors to provide a safe place to reside during an emergency scenario. This may come by way of making poor personal decisions that ultimately result in the client needing assistance whether it be by way of shelter/housing, or food. The Mission would also avail itself in a more community centered crisis, providing yet again a safe place during an emergency to re-establish a sense of normalcy to an otherwise chaotic moment by:

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

Which measurable objectives does your program meet?

Our objectives serve the following groups:

- No one is denied services
- Individuals with substance abuse
- Low income families & children

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

How will your program meet its goals in one year?

The mission will meet or exceed its goals by providing a higher level of services through improved facilities and improved skills training

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

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

The following are the financial resources available to us for 2018:

Temporary AB109 & MIOCR grant ending 06/2018

Central Women Conference. (See Attachment # 2)

Bank of America Charitable Foundation. (See attachment # 3)

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

Our income comes from: three major's events: Second Wind 5K run, our annual fundraiser banquet in October, and Thanksgiving & Christmas meal mail campaigns. In addition, we also have 150 donors between local churches, local businesses and single individuals of Madera County that donate food, clothing and support.

- Projected Net Income:
- Second Wind 5K \$ 10,000
- Christmas & Thanksgiving Campaign \$ 27,000
- Annual Banquet \$ 50,000
- Rescue Mission Auxiliary (meeting once monthly at local churches) \$8,000

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

MRM promotes our fundraising activities through radio, television, social media (Facebook), and appearances at local churches and Auxiliary meetings throughout the year.

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

N/A

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

N/A

Discuss your program's project successes.

We house clothe and feed ALL that come to us for help. Many times we have seen homeless, hopeless people enter our facilities and re-emerge as new creations. This would include recovery from homelessness, from addiction to health & sobriety. Many Mission's clients are today productive contributors to and for Madera proper.

Discuss your program's/project's past performance (2011 to 2016).

We have witnessed a steady increase of clients including those that need assistance finding sobriety. As a result we have seen more success, in fact we currently feel we have 100% success rate giving we are loving & caring for those that come and in so doing we fulfill our mandate of serving others, for their benefit or good, without thought of return. We love like our great example, Jesus Christ.

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

We will provide better food quality as well as quantifiable resume inserts based on completed program training and job preparation. We will improve facilities, flooring, and appliances. We will increase capacity with additional beds, re-establishing the priority of value to those clients that come by better equipping them through evidence based training, etc.

Madera Rescue Mission, Inc.

2018 Budget
1/18/2017



Attachment # 1
Exhibit A

REVENUE	2018 BUDGET	2017 Budget	12/31/2017 Draft Actuals	
Revenue				
Grants	13,000	7,500	23,296	FEMA
Unrestricted Contributions	275,000	300,000	248,103	
AB109, Ace	290,000	293,000	301,962	AB109 96k; Ace16k (2018 half Miocr 89k)
Special Events (Run, Banquet)	65,000	65,000	98,158	Banquet 35k; Run 30k
Miscellaneous	5,000	5,000	7,445	Recycling, misc
Interest	400	-	116	
TOTAL REVENUE	648,400	670,500	679,080	
Special Event Expense	24,000	24,000	34,924	Banquet 9k; Run 15k
Gross Profit	624,400	646,500	644,156	
EXPENDITURES				
Professional Services				
Accounting Fees	6,000	6,000	5,280	
Outside Contractors	2,500	2,500	1,384	
Total Professional Fees	8,500	8,500	6,664	
Operations				
Advertising Expense	19,000	14,000	19,133	AKA 17k; Misc 2k
Auto Expense	6,000	6,000	5,068	
Food Supplies	25,000	24,000	25,804	
Maintenance & Repairs	35,000	40,000	30,339	
Supplies	14,000	14,000	13,879	
Telephone	12,000	11,000	13,487	
Utilities	45,000	44,000	50,869	
Total Operations	156,000	153,000	158,579	
Administration				
Bank Charges	100	100	125	
Dues & Subscriptions	11,000	11,000	10,337	Ace 8.5k; AGRM 1.5k; Misc 1k
Insurance	32,000	35,000	30,396	
Other Costs	3,000	2,000	3,561	
Staff Development & Travel	5,000	5,000	3,396	
Total Administration	51,100	53,100	47,815	
Payroll Expense				
Salaries & Wages	333,500	340,000	317,271	11 staff/12 staff
Payroll Taxes	28,300	27,000	21,720	
Total Payroll Expense	361,800	367,000	338,991	
TOTAL EXPENDITURES	577,400	581,600	552,049	
NET INCOME (LOSS)	47,000	64,900	92,107	
(Does not include depreciatation)				



February 20, 2018

Mike Unger
 Executive Director
 Madera Rescue Mission Inc.
 P.O. BOX 642
 Madera, CA 93639

Dear Mike,

Congratulations! It is our pleasure to inform you that the Board of Directors of the CENTRAL CALIFORNIA WOMEN'S CONFERENCE has approved a \$2,000 grant to support your organization's work which benefits women and children in California's Central Valley. The grant is to be applied to the kitchen flooring for the Madera Rescue Mission kitchen. Any significant change in the use of these funds requires prior approval by the Conference board. The CENTRAL CALIFORNIA WOMEN'S CONFERENCE requires donation recipients to use these funds by December 31, 2018.

The CENTRAL CALIFORNIA WOMEN'S CONFERENCE supports 501(c)(3) tax exempt organizations throughout California's Central Valley whose mission and services support women and children, and your grant is made possible from the 2017 conference proceeds.

On **Wednesday, April 11, 2018 at 5:30 p.m.**, we will recognize all grant recipients at a reception at Pardini's (corner of Shaw & Van Ness). An invitation is forthcoming. We look forward to meeting with members of your Board and staff to present your check at that time.

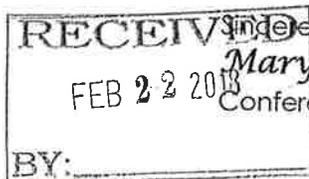
We are delighted to offer this support to Madera Rescue Mission Inc. We appreciate your organization's drive and commitment to improving our community and we wish you continued success in building and sustaining a healthy community for the residents and citizens of our area.

Also, mark your calendar for this year's Central California Women's Conference, which will be held on Tuesday, September 25, 2018.

If we don't have it already, our CCWC PR & Speaker Coordinator, Betsy Hays, may be reaching out to you to obtain your logo or other information in an effort to promote your grant award. If you have received a grant in the past and have a new name or logo, please reach out to her directly at betsy@ccwc-fresno.org.

If you have any questions related to this grant, please feel free to contact Nené Casares (559) 430-6955 or at nenecasares@ccwc-fresno.org or Mary Stabelfeld (209) 356-1000 or at mary@ccwc-fresno.org.

Sincerely,
Nené Casares
 Board President



Sincerely,
Mary Stabelfeld
 Conference Director

Sincerely
Betsy Hays
 PR & Speaker Coordinator

Subject: Fw: Bank of America Charitable Foundation Application Update

From: muruunger911@hotmail.com

To: ligiapacheco40@yahoo.com; lkmorris70@yahoo.com

Date: Wednesday, March 7, 2018, 11:32:48 AM PST

YESSSSSS!

From: do_not_reply@cybergrants.com <do_not_reply@cybergrants.com>

Sent: Wednesday, March 7, 2018 6:30 PM

To: muruunger911@hotmail.com

Cc: charlie.henderson@bankofamerica.com

Subject: Bank of America Charitable Foundation Application Update

March 7, 2018

Mr. Mike Unger

Madera Rescue Mission Incorporated

1305 Clinton

Madera, CA 93638

Dear Mr. Unger:

The Bank of America Charitable Foundation, Inc. is pleased to provide a grant to Madera Rescue Mission Incorporated in the amount of \$2,500.00 for the purposes outlined in your grant request dated 01/10/2018.

The funds awarded will be transferred to you via Automated Clearing House (ACH) and will be reflected as Bank of America CashGrants in your account. Please communicate this gift to the person who manages the bank account you provided for ACH payments.

Bank of America is lending, investing and giving in local communities like yours in order to advance local economies and create positive change. Providing support to organizations like Madera Rescue Mission Incorporated, that are providing critical services and programs are just one of the ways we are helping improve the quality of life in the communities we serve.

This grant is subject to the terms and conditions accepted through your application. In addition, the Foundation may request further information regarding your organization and this grant as agreed to in your grant application. Thank you for your commitment to the community.

Sincerely,

The Bank of America Charitable Foundation, Inc.

The reference code for this application is Request ID: 39272425



P.O. Box 642 • Madera, CA 93639
 Bus. (559) 675-8321 • Fax (559) 675-8073 • munger@maderarescue.org

MADERA RESCUE MISSION – 2018 BOARD DIRECTORY

	Years served	Occupation
Keith Carns, Email: kcarns@sti.net P.O BOX 2080 Oakhurst, CA 93644 Cell: 559-760-4500	7+	Retired
Otto Coelho, Vice Chair Email: ojoelho@earthlink.net Cell: 559-706-1831	7+	Self Employed
Dan Humphries, Treasurer Email: humphries@clearwire.net Cell: 559-706-9331	7+	Self Employed
Brenda Herrera, Member brendakarenherrera@gmail.com 717 N. Granada Dr. # 109 Madera, CA 93638 Cell: 559-377-0440	1	Office Manager
Richard Ivey 34555 Treetops Lane Coarsegold, CA 93614 (559) 675-5270	2	Retired
Donna Adams, Member 1213 E Pecan Ave. Madera, CA 93637 Cell: (559) 997-4225	3	Retired

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

NAME OF ORGANIZATION: Madera Rescue Mission – Services
1305 Clinton
Madera, CA 93638

PROJECT TITLE: Madera Rescue Mission - Services

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

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

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

5. Female Head of Household: _____ -

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,500	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

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

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

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

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

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” or “Negro” 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.

Madera Rescue Mission Public Services Budget

INCOME SOURCE	AMOUNT	
CITY	\$10,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	0
BENEFITS	01500	0
SERVICES & SUPPLIES		\$3,500
INSURANCE	0200	0
COMMUNICATIONS	0250	0
CONSULTANT SERVICES	0300	0
OFFICE EXPENSE	0350	0
OFFICE RENTAL	0400	0
EQUIPMENT RENTAL	0450	0
UTILITIES	0500	0
TRAVEL (ADMIN.)	0550	0
FOOD SUPPLIES	0600	\$5,000
CONTRACTS	0650	0
TRANSPORTATION	0700	1,500
FUND RAISING	0750	0
TOTAL		\$10,000

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT E

MADERA COALITION FOR COMMUNITY JUSTICE

RESILIENT MADERA

PUBLIC SERVICE

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Madera Coalition for Community Justice, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a program to support youth through a holistic approach to student's health and academic success, training in leadership and community engagement. To include parents in a 12-week leadership workshop. To empower at-risk students and provide a safe welcoming place to connect, share coping and stress reduction techniques to manage school while facing severe instability at home is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$10,000 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor 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 Contractor’s performance of its obligations under this agreement or out of the operations conducted by Contractor, 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 Contractor’s performance of this agreement, the Contractor 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.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR 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.

22. Insurance Requirements for Service Providers

Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider 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

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$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. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

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: _____
Lourdes Herrera, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

RECEIVED
4/13/18

11:42 a.m.

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)**

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	30	
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	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

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

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
			35	15	10			
GENDER	Female	50						
	Male	10						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	54
Not-Hispanic or Latino	
Racial Categories*	
American Indian or Alaska Native	
Asian	
Black or African American	3
Native Hawaiian or Other Pacific Islander	
White	3
Other	

***Definitions of these categories may be found on the next page.**

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.

THIS PAGE LEFT BLANK

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?

8 Minimum 20 Maximum

Please provide the following information:

Date of Incorporation: September 7, 1994

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:

How often are financial records audited, and by whom? 12 months

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 _____ MCCJ _____ do hereby resolve that on 4/11, 2018, 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: 4/11/18, 2018

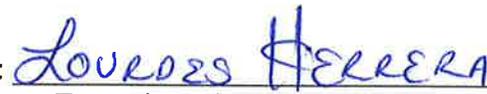
AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 126 N. B street Madera CA 93638

TELEPHONE: (559) 661-1879

By: 
President of the Board of Directors

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

By: 
Executive Director

RETURN THIS ORIGINAL TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE: **April 13, 2018, 5:00 p.m.**

CONTACT PERSON: Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: *The Resilient Madera project is specifically designed to help the low-income and young people of color in succeed and will target students who are significantly more likely to experience childhood trauma and have compounded obstacles to overcome before reaching their educational and career goals. Many of these students have many obstacles on their way to college and career paths. The Resilient Madera project will support youth through a holistic approach to student's health and academic success, while training in leadership and community engagement. During the course of the program, youth will strengthen their self esteem and develop academically in order to increase their likelihood of reaching their college and career goals. In concluding the program, youth within the cohort will be applying their newly developed leadership skills to develop community-driven campaigns to benefit their families, schools and neighborhoods. Under tier 2, parents will participate in a 12-week leadership workshop. The intended audience are low-income and minority parents with school-age children. Group size will be from 15-25 each semester. The teaching philosophy will be popular education and the methodology used will be small group activities, guest presentations, hands-on learning, role play and reflection. To empower at-risk students, MCCJ will first facilitate leadership training that provides them all the tools to excel academically, while acknowledging that they are in need of a support system that addresses their unique challenges and gives them skills to cope, reduce stress and become resilient leaders. Second, it will initiate a program to train parents to better interact with their children.*

Problem Presented: Eastside Madera is the home of many low-income, Latino and farmworker families. Most exist on the economic and social margins of the community. Parents of these families lose control of their children when they enter middle school. The latter are offspring of recent immigrants. Many of these youth struggle to adapt to the American culture while retaining some of their rural Mexican identity. The confluence of these forces has wide-ranging consequences on the social life of these youth. Youth hanging out with nothing to do, detached from family influence, unfamiliar with and uncommitted to school, and in fear of the law, gradually become rooted in this negative subculture. It's no surprise that Madera has one of the highest gang affiliation rate per capita, juvenile arrests, felony convictions and incarceration.

Madera County- Stats.	Year	County	Rank in State
Teen Pregnancy	2013	41.8 per 1000 of youth gives birth	5th highest county
High School Dropouts:	2015	11% of youth dropout of high school	10th highest county
Children Living inPoverty	2012-2016	33.4% of youth live in concentrated poverty	6th highest county
Food Insecurity	2014	26.4% live in food insecure households	25th highest county

Research continues to show a direct link between childhood trauma (Adverse Childhood Experiences) and student's academic success, mental, emotional and physical health. We know

that our students can not perform well in school while they are sick, and we must be innovative in our strategies of intervention. It's shown that children without support and protection from adults, children who experience toxic stress are at higher risk for health and social problems. Like other innovative youth development programs in the state, we believe the young people of Madera need more systems of social emotional support alongside educational development in order to meet their day to day needs, reach their career and college potential success, become leaders in their communities and live long and healthy lives. "The Search Institute identifies 40 measurable assets of young people, including support by parents or other adults, community service, involvement in extracurricular activity, academic goals, skill in making decisions, positive values, a positive view of one's own future, and social skills.⁴ In working to encourage young people to develop and rely on their own assets, the most promising programs focus on each young person's abilities while taking into consideration his/her individual family, social, cultural, and school environment. Such programs focus on developing young people's self esteem, self efficacy, and self worth. The thrust of youth development—also known as life options—programs must be flexible to be able to meet the individual needs and build on the individual assets and strengths of each young participant. By tailoring services to meet the needs and build on the assets of the individual, these programs motivate young people to work toward achieving successful futures.*

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

The first component of this program seeks to provide a safe and welcoming place to connect, share coping and stress reduction techniques on how to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors. The second goal of this program is to provide students who are less likely to graduate and go on to college, the information and support to be successful in a college or career path and to encourage growth in their self esteem and facilitation skills, in order to make broad change in Madera. Whether they are focused on bullying on their school campus or advocating for better bus access in their area of town, they are experts in creating solutions to their communities' struggles and are capable of leading holistically supportive and genuine community engagement through circles and forums. There are three primary outcomes for the project: (1) Each session will be made up of 20-35 youth participants, with sessions held weekly. The program will run on a year round basis, with curriculum cycles coinciding with the spring, summer and fall school schedule. Each curriculum cycle we will be accepting new students but youth are encouraged to stay with our program throughout their high school career. Each youth session will allow the participants to create a safe and connected circle of support with other young people and their adult allies. Throughout the sessions, youth will learn about mindfulness and other techniques to help counteract the effects of Adverse Childhood Experiences, to seek the help they need to succeed, to build self-esteem, efficacy and self-worth, to know what it feels like to be valued, engage in positive decision-making and to be a leader.

(2) MCCJ will build upon previous success and ongoing college-readiness/preparatory assistance. Students will learn about A-G coursework requirements. Seniors will be given a checklist of

required filings and deadlines. All youth participants will create a personalized "Individual Empowerment Plan" to help them track progress and reach their goals. Students can participate at any point in the educational path. Whether they are just starting high school or graduating this year, we will work together to map out their path to college and career. Students will meet with counselors, college representatives and campus students while attending college campus tours (UC Merced, CSUFresno, a private university and UC Berkeley or Stanford). Parents will also be offered opportunities to engage as active participants in fulfilling their student's Individual Empowerment Plan. (3) Youth from this program will be developing two service learning projects. The first will be a cross-campus awareness project, focused on improving the climate of their schools. The exact topic could range from bullying to school discipline but will involve social media and educational session components to reach other students on their campus. This will highlight the way students are treated at school, affects the rest of the community. When school is not seen as a safe place, youth are drawn to find other places of acceptance like gangs, tagging, substance abuse and other risky behavior. For the second project, youth will take the support circles they are participating in and replicate them within their community. These circles will include youth, parents and other community members. The task for the youth-lead support circles will be to develop a community-driven campaign to address a local issue by conducting research, focusing media attention, and advocating before a government entity. Part 2 - Parents will be trained using the Cara Y Corazon (Face and Heart) curriculum developed by one Jerry Tello, co-founder of the National Compadres Network and internationally recognized authority in Latino family strengthening, and healing. The concepts of Face and Heart are directly related to the Mexican traditional concepts of character development, which is viewed as a fundamental principle for appropriate family living. This principle is grounded in the values- dignity, respect, trust, and love/acceptance. These classes allow parents to learn parenting skills built on inner strength, and gain hope, inspiration and support.

The class will be a mix of didactic activities, basic information, stories, personal examples, jokes and specific task oriented elements. The class set-up and facilitation is intended to be culturally appropriate for traditional Mexican culture. Each class will take participants in a four phase process that includes acknowledgement, understanding, integration and action. All activities incorporate the four phase process which helps participants to grow through four stages of learning (initial idea, understanding, implementation and assimilation) into their daily lives. The participating parents will engage in interactive and experiential activities that leads to their exploring significance of the issues taught. There will also be discussions as to how the lesson pertains to and can be integrated in their lives. It is during this phase that stories are shared among them. Participating parents will also receive homework assignments.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. Explain how your program supplements or complements existing services without duplicating them. *There are other youth-serving entities but none in the manner proposed. To the extent practical, this project will supplement what currently exists. No duplication of services.*

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. *Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in a work plan. Important criteria include completion of tasks, attaining recruitment goals and compliance with budget outlay. There are important indicators that will measure successes or failures. In terms of the youth: retention*

rate of over 60% of participants; increase knowledge confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 60% of members participate in college outreach and preparation; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume roles as mentors and trainers of fellow peers; and, increased knowledge of current events and local issues. See attached.

Which National Objective does your program meet? *Activities benefiting lower-income persons/households.*

Which measurable objectives does your program meet? *Youth services*

How will your program meet its goals in one year? *See above. There will be periodic evaluations by participants and partners on the program and/or activities. These important "lessons learned" will be shared with participants, community partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by the director to the board monthly.*

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. *None*

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

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. *Parent group & board members are surveyed. No surveys collected.*

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? *First come, first served.*

Discuss your program's/project's successes. *MCCJ has been receiving CDBG funding from City for many years including 2011-16 and has successfully completed the contracts.*

Discuss your program's/project's past performance (2011 to 2016). *All CDBG projects 2011-16 successfully completed.*

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service. *No new or increased services offered.*

Evaluation Form

Date: _____

Training: _____

Instructions: Please indicate your impressions of the items listed below.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
1. Purpose of the training session was clear.	<input type="radio"/>				
2. Participation was encouraged.	<input type="radio"/>				
3. The topics covered were relevant to me	<input type="radio"/>				
4. The materials distributed were helpful.	<input type="radio"/>				
5. This training experience will be useful in my work	<input type="radio"/>				

6. How can the training be improved? _____

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

NAME OF ORGANIZATION: Madera Coalition for
Community Justice
126 N. B Street
Madera, CA 93638

PROJECT TITLE: Resilient Madera

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

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

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

5. Female Head of Household: _____ -

Exhibit A-1

Page 1 of 5

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,550	\$38,350	\$43,150	\$47,900	\$51,750	\$55,600	\$59,400	\$63,250
Minimum Annual Income	\$12,600	\$14,400	\$16,200	\$17,950	\$19,400	\$20,850	\$22,300	\$23,700
Total								

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

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

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

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

Exhibit A-1

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

Exhibit A-1

Page 3 of 5

Date

Type of Assistance

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

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

Signature

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

Exhibit A-1

Page 4 of 5

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” or “Negro” 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.

INCOME SOURCE	AMOUNT	
CITY	10,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	10,000	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	8840
BENEFITS	0150	676
SERVICES & SUPPLIES		484
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		10,000

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT F

DOORS OF HOPE

PUBLIC SERVICE

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Doors of Hope, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a program to provide services for practical, emotional and spiritual support, free pregnancy tests, parenting classes, anger management and counseling/mentoring, and to hire a full-time, Bilingual staff member and cover the cost of salary, payroll taxes and workman's compensation insurance is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$6,678 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of

any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor 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 Contractor’s performance of its obligations under this agreement or out of the operations conducted by Contractor, 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 Contractor’s performance of this agreement, the Contractor 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.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR 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.

22. Insurance Requirements for Service Providers

Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider 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

Service Provider shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20

10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$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. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

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:

DOORS OF HOPE

By: _____
Andrew J. Medellin, Mayor

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

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

Cover Letter 4/13/2108

To: Jorge Rojas and
City Of Madera
Community Development Block Grant (CDBG)
Administration/2018/2019 Proposal Application

From: Doors Of Hope Parenting and Pregnancy Center
Linda Garner

Following you will find our application for the 2018-2019 CDBG. We are asking for Administration funds to help us serve the Hispanic community by providing a staff advocate at the Center every day we are open. DOH has only two paid staff members who are there every day, however neither speak Spanish. We have 10 volunteer advocates of which only two are bilingual and may not be available for their assigned shifts. Being able to hire and full time staff member will increase our level of service to the community.

We are asking for \$27,000 to cover the cost of salary, payroll taxes and workman's comp. insurance for this new hire.

Thank you for your consideration of our request.

Sincerely,



Linda Garner

Note: All stats were obtained from:

- Kidsdata.org/Lucile Packard Foundation/Children of Madera County
- Census Bureau / Madera County / Table 2
- Doors Of Hope Data System

RECEIVED
4/13/18
1:00 p.m.

Exhibit A
COPY

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATION/ 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)**

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	575	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	358	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		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: **Numbers below reflect clients only, see attachment #1.**

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	see attachment #1	4	30	90	231			
GENDER	Female	223						
	Male	135						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	205
Not-Hispanic or Latino	153
Racial Categories*	
American Indian or Alaska Native	7
Asian	4
Black or African American	6
Native Hawaiian or Other Pacific Islander	5
White	127
Other	4

***Definitions of these categories may be found on the next page.**

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.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? 4 times per year

What was the average number of Board members attending meetings last year?
3

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

3 Minimum 5 Maximum

Please provide the following information:

Date of Incorporation: May 21, 2003

IRS Employer Number: EIN # 42-1593588

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board. **See attachment #2**

FINANCIAL:

How often are financial records audited, and by whom? 2-3 times per year by Board

Are the treasurer and/or other financial officers bonded? N/A

If so, for how much? 0

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 Doors Of Hope Pregnancy Care Center do hereby resolve that on April 13, 2018, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

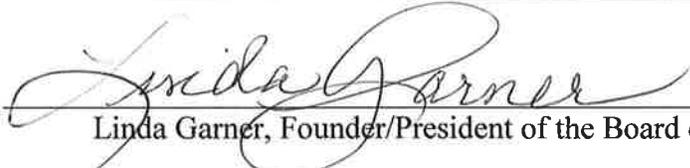
Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: APRIL 13, 2018

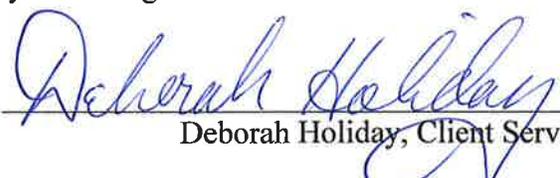
AGENCY NAME: Doors Of Hope Pregnancy Care Center

ADDRESS: 500 East Almond Avenue, suite 5A, Madera CA. 93637

TELEPHONE: (559) 662-8629

By: 
Linda Garner, Founder/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:  
Deborah Holiday, Client Services Director

RETURN THIS ORIGINAL TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE: April 13, 2018, 5:00 p.m.

CONTACT PERSON: Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

PART 2. Pages 7 thru 9

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:

Doors Of Hope has served the community for 15 years with services to both English and Hispanic clients. With the growth of Hispanic clients and the need for updated curriculum in the Spanish language, we need an additional paid bilingual staff member/advocate to facilitate our many Hispanic clients and programs. Though we have bilingual volunteers, they are not always available. A paid staff/advocate, will be at the Center daily to serve our Hispanic clients which will increase our level of service to the community.

EXISTING SERVICES:

Other agencies:

- **Madera Action Committee – offers group classes only, must be referred or have child in Head Start program**
- **First 5 Family Resource – offers classes only to parents with child(s) 0-5 years**

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

Doors Of Hope, although a Christian faith based organization, serves all people and faith groups, offering practical, emotional and spiritual support: Practical support with free pregnancy tests, parenting/co-parenting classes for parents with child(s) 0-17, anger management and more. Emotional and Spiritual support by caring, compassionated peer counseling/mentoring by trained volunteer advocates.

- **No cost for any services – No referral required**
- **No group classes, individual classes/session with one-on-one advocate**
- **Can start any time, no waiting for next group session to begin**
- **Services for females and males**
- **Classes in English and Spanish languages**
- **Classes for parents with child(s) 0-17**
- **Anger Management classes are led by a Certified Anger Management Specialist-1**

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.

Doors Of Hope completes a detail intake form for each client, showing personal information and his/her need and is followed up with weekly notes and exist form. All information is transferred to online data program for weekly, monthly and annual statistical reporting. See attached forms: Request For Services, Confidential Client(s) Intake Form and Exit Form. Attachment #3

Which National Objective does your program meet?

Doors Of Hope meets National Objective #1

- **Benefits homeless and low income families with the skills to be better parents**
- **Benefits high-risk families from becoming homeless**
- **Benefits parents whose children are in foster care, reuniting families**
- **Single moms/dads learn life skills needed to stabilize households**
- **Creates safer homes for children because parent(s) have new skills for disciplining**
- **Parents receive education to handle family violence and personal anger management skills**

Which measurable objectives does your program meet?

Doors Of Hope

- **Low income families and their children**
- **No one is denied services**
- **Teen pregnancy**
- **Parents and children reunited**

How will your program meet its goals in one year?

Doors Of Hope will meet or exceed its goals by providing:

- **Bilingual (Spanish/English) advocate available daily for all Hispanic clients**
- **Improved and expand Spanish curriculum**
- **Additional training for bilingual volunteers**

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

Doors Of Hope's financial resources consist of monthly donations from individuals, church congregations and businesses within the community, who are committed to helping families in need. Doors Of Hope receives no other income, except the annual \$1,000 grant from Central California Women's Conference and our annual Baby Bottle Campaign. Doors Of Hope receives in-kind donations throughout the year, keeping our Mommy Store stocked with infant clothing, blankets, shoes, car seats, toys, strollers, etc. We receive infant food and formula from the Madera Food Bank and the Madera Rotary sponsor an annual Diaper Drive, yielding approximately 15,000+ diapers.

No other application for funds other than CDBG have been submitted.

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

Doors Of Hope's annual Baby Bottle Campaign will be applied to this project. The fundraiser consists of baby bottles being distributed to ten-twelve churches, many individuals, groups and businesses within the community. The bottles are filled with coin,

currency and checks, yielding between \$10,000 to \$14,000. Increase in participation will be through Facebook, social media outlets, flyers, weekly church bulletin inserts, booth at local events and personal appearance at churches, and local social clubs.

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.

None, the public was not involved in identifying 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?

Doors Of Hope makes every effort to serve all that come to the Center. Clients are encouraged to make appointments but walk-ins are welcome and if at all possible worked into the schedule.

Discuss your program's/project's successes.

Doors Of Hope has increased our services from being a crisis pregnancy center to offering parenting and co-parenting, abstinence/STD education, anger management, peer counseling and more to both women and men. Over the past 4 years clients are referred for our services from DSS/CPS, Probation, Family Court Services, local lawyers, police officers and pastors. Single and married women come for pregnancy tests and parenting classes, moms and dads come on their own to learn the skills needed to be better parents to their newborn, toddler and teenagers. Divorced or separated parents attend co-parenting classes, learning how to communicate without conflict. After attending co-parenting classes, two couples reunite as a family and an unmarried couple married. Several of our clients continue coming after completing their mandated classes which is a testimony to the kind of service we provide. Since opening our doors we have served 2810 women, men and thousands of babies, children and older siblings.

Discuss your program's/project's past performance (2011 to 2016).

Doors Of Hope past performance shows only increase in all areas of service.

See attachment #4-5

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

Doors Of Hope will provide new and updated curriculum for client classes which will increase the number of Hispanic clients coming for services. Continue to use data tracking of client's visits and classes completed. Make available additional evidence based training for all staff and volunteers over the course of the year thru onsite instructors, videos or online courses.

COPY

Exhibit A

Attachment #1

Additional comment concerning * on "Age" table on page 2.

Our data system allows for entry of number of dependent children each individual client has at home at time of service. It does not allow for ages of those children.

According to data:

2017 number -- 905

2004-2017 -- 3,739

Doors Of Hope's parenting programs education parents of children 0-17, helping entire family not just children 0-5.

Attachment #2

Doors Of Hope Board of Director's Roster

Name	Address	Title	# of Years	Occupations
Linda Garner	14282 Road 24 Madera CA 93637	Founder/Chair Executive Director	15 years	Doors Of Hope
Norma Caywood	P.O.Box 791 Madera, CA 93639	Secretary / Prayer Leader	15 years	Automotive Collision Equipment/Office Manager/CFO
Patricia Pisano	18122 Fairfield Drive, Madera CA 93638	Treasurer	15 years	State of California/Office Technician
Monica Waters	1510 Robertson Blvd. Chowchilla CA 93610	Board Member	1 week (was advocate for 4 years)	New Hope Fellowship / Church Admin.

REQUEST FOR SERVICES

DOORS OF HOPE

Have you previously been seen at Doors of Hope? If yes, please notify receptionist before completing form.

Name _____ Date _____



Please indicate <input checked="" type="checkbox"/> all you are interested in receiving:	
Services (for women & men)	Services (for women & men)
<input type="checkbox"/> Free Self-Administered Pregnancy Test & Option Counseling With Peer Counselor <input type="checkbox"/> Parenting Classes <input type="checkbox"/> Material Resources <i>(by referral only)</i> <input type="checkbox"/> Abstinence and STI Education <input type="checkbox"/> Post Abortion Recovery <input type="checkbox"/> Prayer or Bible Study	<input type="checkbox"/> Abortion Procedural & Risks Education <input type="checkbox"/> Adoption Information & Referrals <input type="checkbox"/> Co-Parenting Classes <input type="checkbox"/> Personal Counseling by Peer Advocate/Mentor <div style="background-color: yellow; padding: 2px;">Mandated by DSS/CPS or Family Court:</div> <input type="checkbox"/> Anger Management Classes <input type="checkbox"/> Parenting Classes <input type="checkbox"/> Co-Parenting Classes

IMPORTANT INFORMATION – PLEASE READ CAREFULLY – INITIAL AFTER EACH STATEMENT	
<p><i>Doors of Hope Center is staffed by volunteers who have received training in client advocacy only. Client Advocates do not have academic degrees in counseling, nor are they licensed by the State of California. The client advocacy provided by Doors of Hope is not intended as a substitute for professional counseling.</i></p>	
<p>Confidentiality: All information you provide will be held in strict confidence EXCEPT in the situations listed below. We are required by California State Law to report knowledge of a client who is:</p> <ul style="list-style-type: none"> ♦ Suicidal or homicidal ♦ An abused minor or abusing a minor ♦ A victim of statutory rape ♦ A minor age 13 or under, reporting sexual activity ♦ Client presents a physical danger to self or others ♦ Court ordered subpoena to release information 	
<p>I understand that Doors of Hope Center provides referrals to assist clients and assumes no legal responsibility for services rendered by any other agency, agencies, or physician.</p>	
<p>Doors Of Hope offers services and sessions from a faith-bases emphasis, using biblical principles.</p>	
<p>Doors of Hope Pregnancy Resource Center is NOT a medical facility and no diagnosis of pregnancy will be made. Doors of Hope Pregnancy Resource Center does NOT perform or refer for abortions or abortifacients (RU486, Morning After pills, etc.) which includes not providing verification of pregnancy for abortion retention purposes.</p>	
<p>To protect your privacy and the privacy of our Client Advocates, any use of electronic recording devices <i>(such as cell phones)</i> is not permitted within the DOH PRC facility or during client sessions.</p>	
<p>Cell phones are to be turned off upon entering Doors of Hope Pregnancy Resource Center facility.</p>	

<p>I UNDERSTAND THE LIMITATIONS OF SERVICES AND WILLFULLY REQUEST HELP AND ASSISTANCE FROM DOORS OF HOPE PCC. I ALSO UNDERSTAND THE NEED FOR PRIVACY AND AGREE THAT I WILL TURN OFF ANY ELECTRONIC RECORDING DEVICES (SUCH AS MY CELL PHONE) DURING MY TIME IN THE DOH FACILITY.</p>
<p>Client Signature _____ Date _____</p>



GYNECOLOGICAL HISTORY

How old were you when you became sexually active? _____

Are you currently using anything to prevent pregnancy? Yes No

If yes, what type? _____ How long? _____

When was the first day of last period? ____/____/____ Are your periods regular? Yes No

If regular, what is the length of your cycle? _____ (i.e., days between each period)

Symptoms of possible pregnancy: _____

Do you use alcohol? Yes No Are you a cigarette smoker? Yes No

Have you ever been tested for sexually transmitted diseases (STD's)? Yes No

Do you currently have an STD? Yes No If yes, please check all that apply:

- AIDS/HIV Chlamydia Genital Herpes Gonorrhea Hepatitis B HPV Syphilis
 Trichomonas Vaginosis Other _____

Are you concerned about being exposed to an STD? Yes No

Would you be interested in information concerning STD testing? Yes No

PREGNANCY HISTORY

Previous pregnancies carried to term _____

Please write children's names and ages.

Previous pregnancies ending in miscarriage _____

Previous pregnancies ending in abortion _____

Total number of previous pregnancies _____

Of those pregnancies ending in abortion, did you experience any of these physical side effects?

- Cervical damage Hemorrhage Infection Infertility N/A None
 Repeated miscarriage Ruptured uterus Scarred endometrium Other _____

Since your abortion(s), have you experienced any of these emotional side effects? N/A

- Alcohol abuse Anniversary Syndrome Changed attitude towards children Changed attitude towards God
 Depression Drug use Eating disorders Flashbacks None Relationship problems
 Sensitivity to sound Suicidal thoughts Uncontrollable crying Other _____

How do you feel about your previous abortion decision(s) Good decision Have had counseling

Prefer not to answer Regret it Unresolved

Are you interested in participating in Post Abortion Recovery? N/A Yes No

RELATIONSHIP INFORMATION

Did you want to become pregnant at this time? Yes No

What are your thoughts on abortion? _____

If you're pregnant, what are your intentions? Abort Adoption Carry & Parent Undecided

Child's father's name: _____ Age: ____ What is his relationship to you? Live in Partner

Acquaintance Boyfriend Friend Husband Other _____

Do you have any plans or hopes for a future with him? Yes No Unsure

Does the father know of your pregnancy? Yes No

If you're pregnant, will the baby's father be involved in the pregnancy decision? Yes No

Are you a victim of abuse? Yes No If yes, what type? _____

Client's Signature * _____ Date _____

3

Client: # _____
 Exhibit Copy
Advocate: _____

EXIT FORM
FORMA DE SALIDA

Doors of Hope Pregnancy Resource Center

Please take a moment to help Doors of Hope Pregnancy Resource Center enhance its service to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Pregnancy Resource Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name _____ Nombre _____	Circle One Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? ¿Le pareció nuestro representante interesado y sensible a usted y a sus necesidades?	Yes/Sí	No
2. Were the Center's services helpful to you? ¿Fueron los servicios del centro útil?	Yes/Sí	No
3. Were you provided information and/or materials regarding your needs or situation? ¿Se le dio información y materiales sobre sus necesidades o situación?	Yes/Sí	No
4. Did you feel free to talk about personal issues? ¿Se sintió libre para hablar de asuntos personales?	Yes/Sí	No
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	Yes/Sí	No
Comments, suggestions, or prayer requests: Comentarios, sugerencias o peticiones:		
Client's Signature _____ Date _____ Firma de Cliente Fecha		

FOR OFFICE USE ONLY USO DE OFICINA SOLAMENTE

Seen by _____

On _____/_____/_____

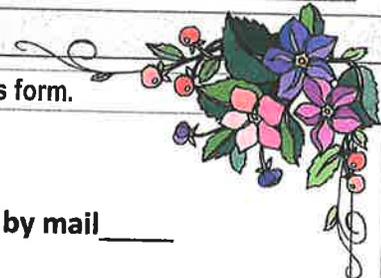


Doors of Hope Pregnancy Resource Center
500 E. Almond Ave., Suite 5A
Madera, CA 93637

3
CONFIDENTIAL CLIENT INTAKE FORM (For Men)

Date: ___/___/___ Exhibit A by: ___
Advocate: ___
Client #: ___

CONTACT INFORMATION (please print clearly)



Have you visited Doors of Hope before? If yes, please notify receptionist before filling out this form.

Name _____
First Last

Street Address _____ City, State _____ Zip Code _____ OK to contact by mail _____

(____) _____ OK to contact by phone: _____ OK to text: _____ OK to leave message _____
Phone Number

_____ OK to contact by e-mail _____ Do not Contact _____
Email Address

DEMOGRAPHIC INFORMATION

Date Of Birth ___/___/___ Current Age _____

This information is for statistical purposes only. Please read and check one for each of the following:

ETHNIC BACKGROUND/RACE: African American Asian/Pacific Caucasian East Indian
 Hispanic/Latin American Native American Other _____

MARITAL STATUS: Are you Legally Married? Yes No
 Cohabiting Single Married Engaged Widowed Separated Divorced

LIVING ARRANGEMENTS: I Live with:

My wife My wife/girlfriend and children Both parents My father My mother
 Relatives My children only My girlfriend Roommate(s) In a shelter Homeless

EDUCATION – Are you currently a student? No Yes: Middle School High School College Trade School

SOURCE OF INCOME:

None Employment Unemployment TANF/SSI Dependent 0\$/Not Dependent Child Support
Income level: \$0-\$14,000 \$15-\$29,000 \$30-\$44,000 \$45-\$59,000 \$60,000+

HOW DID YOU HEAR ABOUT DOORS OF HOPE?

Sign Friend/Relative Church/Pastor Yellow Pages Internet Other _____

RELIGIOUS INFORMATION

Do you have a religious preference? Atheist Catholic Jehovah Witness Jewish
 Mormon Muslim None Christian (Protestant) Other _____

Do you attend a church or place of worship? Yes No If yes, Where? _____

How often do you attend? Regularly Occasionally Never

Who do you consider Jesus to be? _____

The staff and volunteers of Doors of Hope PRC frequently pray for our clients, how can we pray for you?

Client Signature _____ **Date** _____

2011 - 2016

Center Statistics

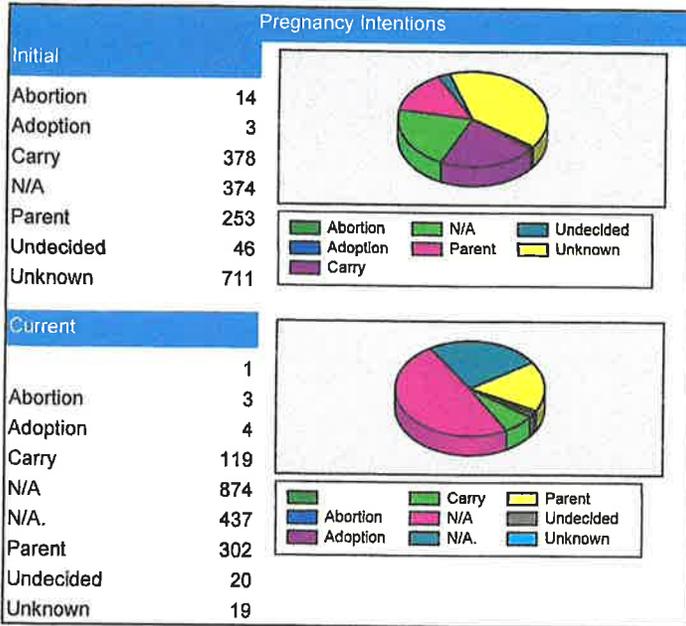
For Jan 1 2011 through Dec 31 2016

Date: 4/12/2018 10:00 34 PM

Total DISTINCT Clients Served: 1637

Total VISITS: 10872

Main Center



Pregnancy Tests

POSITIVE:	510
NEGATIVE:	284
INCONCLUSIVE:	59
PENDING:	0

Ultrasound

Total Performed:	22
At-risk Clients:	1
Changed Minds*:	0

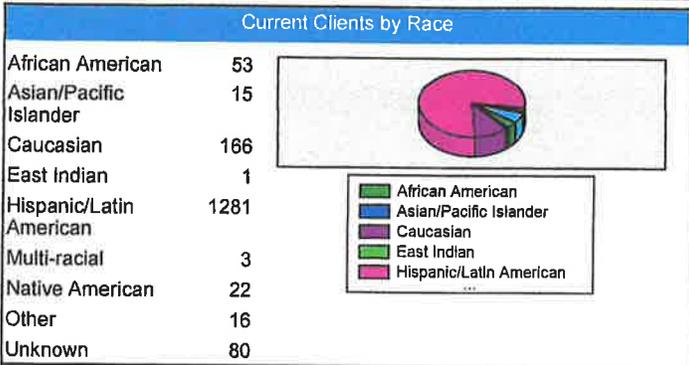
*Abortion or Undecided before ultrasound, Parent or Adopt after Ultrasound

Current Clients by Age

14 and under	16
15 to 19	290
20 to 24	407
25 to 29	326
30 to 34	286
35 and older	262
Age unknown	50

Gospel Sharing

Spiritual Discussions	8379
Gospel Shared with Clients	337
Client new Believers	204
Client rededications	18
Shared with Family	46
Family new Believers	27
Family rededications	4



Pre-Visit Spiritual Status

Already a believer	2771
Made a new profession of faith	14
Not a believer	1986
Rededicated life to Christ	2
Unsure	2095
Total:	6868

2017

Center Statistics

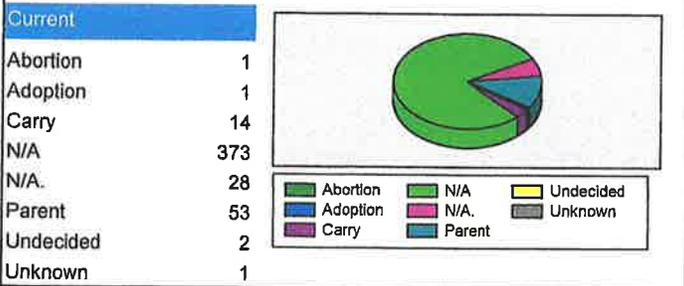
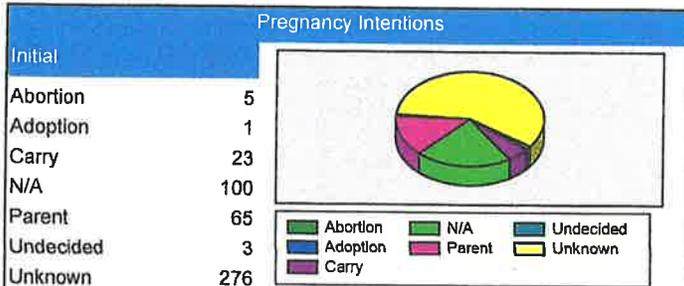
For Jan 1 2017 through Dec 31 2017

Date: 4/10/2018 9:00:28 PM

Total DISTINCT Clients Served: 469

Total VISITS: 2873

Main Center



Pregnancy Tests

POSITIVE:	55
NEGATIVE:	20
INCONCLUSIVE:	7
PENDING:	0

Ultrasound

Total Performed:	1
At-risk Clients:	0
Changed Minds*:	0

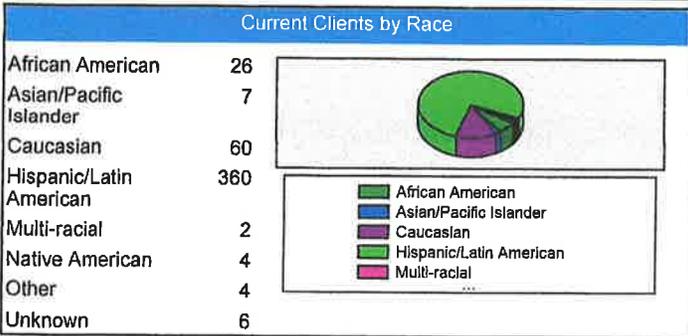
*Abortion or Undecided before ultrasound, Parent or Adopt after Ultrasound

Current Clients by Age

14 and under	4
15 to 19	37
20 to 24	77
25 to 29	113
30 to 34	107
35 and older	124
Age unknown	7

Gospel Sharing

Spiritual Discussions	2397
Gospel Shared with Clients	6
Client new Believers	39
Client rededications	8
Shared with Family	0
Family new Believers	0
Family rededications	0



Pre-Visit Spiritual Status

Already a believer	633
Made a new profession of faith	30
Not a believer	716
Rededicated life to Christ	2
Unsure	1298
Total:	2679

2004 - 2017

Center Statistics

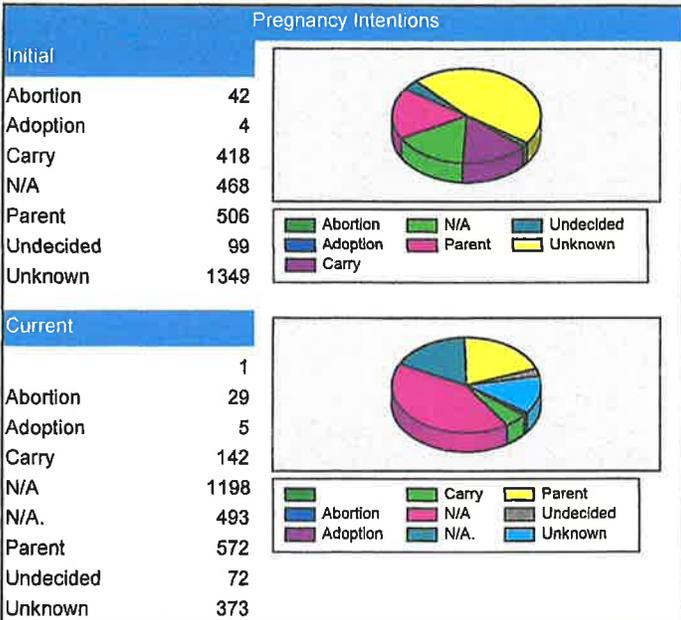
For Jan 1 2004 through Dec 31 2017

Date: 4/10/2018 9:02:12 PM

Total DISTINCT Clients Served: 2645

Total VISITS: 16855

Main Center



Pregnancy Tests

POSITIVE:	786
NEGATIVE:	638
INCONCLUSIVE:	77
PENDING:	0

Ultrasound

Total Performed:	23
At-risk Clients:	1
Changed Minds*:	0

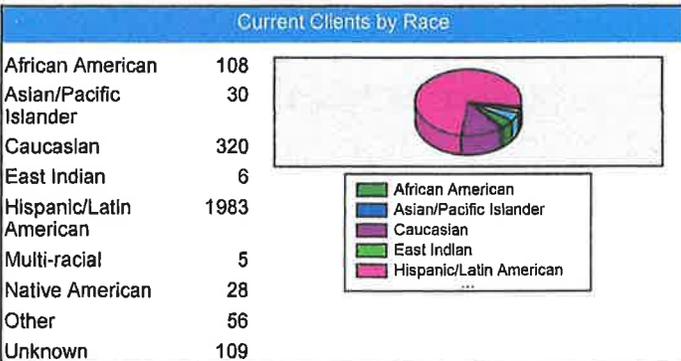
*Abortion or Undecided before ultrasound, Parent or Adopt after Ultrasound

Current Clients by Age

14 and under	44
15 to 19	527
20 to 24	618
25 to 29	503
30 to 34	427
35 and older	429
Age unknown	98

Gospel Sharing

Spiritual Discussions	11339
Gospel Shared with Clients	419
Client new Believers	259
Client rededications	38
Shared with Family	56
Family new Believers	29
Family rededications	4



Pre-Visit Spiritual Status

Already a believer	3613
Made a new profession of faith	44
Not a believer	2772
Rededicated life to Christ	4
Unsure	3475
Total:	9908

Center Overview

Exhibit A#
Attachment 5

Visits Between 1/1/2011 and 12/31/2016

Title	Count	Percent
-------	-------	---------

Clients

Total

Distinct Clients	<u>1637</u>	
New Clients	<u>1394</u>	
Repeat Clients	<u>243</u>	
All Client Visits	<u>10872</u>	
Female Clients	<u>1411</u>	
Male Clients	<u>189</u>	
Unknown Clients	<u>37</u>	

Pregnancy Tests

All Tests

Total	<u>852</u>	
-------	------------	--

Initial Assessment

Abortion Minded	<u>18</u>	2.1%
Abortion-Vulnerable	<u>63</u>	7.4%
Likely to Carry	<u>480</u>	56.3%
Not Obtained	<u>290</u>	34.0%
Unknown	<u>1</u>	0.1%

Positive

Total Positive	<u>236</u>	
Assessed Abortion-Vulnerable, Current Intentions Now: Baby born: full term	<u>2</u>	
Assessed Likely to Carry, Current Intentions Now: Baby born: full term	<u>36</u>	
Assessed Not Obtained, Current Intentions Now: Baby born: full term	<u>16</u>	
Assessed Not Obtained, Current Intentions Now: Baby born: multiple births	<u>1</u>	
Assessed Abortion-Vulnerable, Current Intentions Now: Baby born: premature	<u>1</u>	
Assessed Likely to Carry, Current Intentions Now: Baby born: premature	<u>3</u>	
Assessed Not Obtained, Current Intentions Now: Baby born: premature	<u>1</u>	
Assessed Abortion-Vulnerable, Current Intentions Now: Carry	<u>2</u>	
Assessed Likely to Carry, Current Intentions Now: Carry	<u>19</u>	
Assessed Not Obtained, Current Intentions Now: Carry	<u>6</u>	
Assessed Likely to Carry, Current Intentions Now: Miscarried	<u>1</u>	
Assessed Abortion Minded, Current Intentions Now: N/A	<u>2</u>	
Assessed Abortion-Vulnerable, Current Intentions Now: N/A	<u>1</u>	
Assessed Likely to Carry, Current Intentions Now: N/A	<u>9</u>	

Center Overview

Visits Between 1/1/2011 and 12/31/2016

Title	Count	Percent
Age of Clients (as of CASE INITIATED DATE)		
Under 15	<u>16</u>	1.0%
15-19	<u>290</u>	17.7%
20-24	<u>407</u>	24.9%
25-29	<u>326</u>	19.9%
30+	<u>548</u>	33.5%
Unknown Age	<u>50</u>	3.1%
Ethnic Makeup		
African American	<u>53</u>	3.2%
Asian/Pacific Islander	<u>15</u>	0.9%
Caucasian	<u>166</u>	10.1%
East Indian	<u>1</u>	0.1%
Hispanic/Latin American	<u>1281</u>	78.3%
Multi-racial	<u>3</u>	0.2%
Native American	<u>22</u>	1.3%
Other	<u>16</u>	1.0%
Unknown	<u>80</u>	4.9%
Marital Status		
Cohabiting	<u>128</u>	7.8%
Divorced	<u>56</u>	3.4%
Engaged	<u>89</u>	5.4%
Married	<u>475</u>	29.0%
Separated	<u>68</u>	4.2%
Single	<u>722</u>	44.1%
Unknown	<u>92</u>	5.6%
Widowed	<u>7</u>	0.4%
Geographic Location By County		
Chowchilla	<u>5</u>	0.3%
Fresno	<u>22</u>	1.3%
Madera	<u>1377</u>	84.1%
Merced	<u>3</u>	0.2%
Other	<u>6</u>	0.4%
Unknown	<u>224</u>	13.7%

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

NAME OF ORGANIZATION: **Doors of Hope Pregnancy Care Center
500 East Almond Avenue, Ste. 5A
Madera, CA 93637**

PROJECT TITLE: **Doors of Hope – Services**

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

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

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

5. Female Head of Household: _____ -

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,500	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

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

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

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

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jerojas@cityofmadera.com

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” or “Negro” 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.

Doors Of Hope Parenting & Pregnancy Center

INCOME SOURCE	AMOUNT	
CITY/ CDBG	\$6,678.00	
TOTAL INCOME	\$6,678.00	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$6,500.00
Payroll Taxes (Federal)		\$101.00
BENEFITS	0150	0
INSURANCE/Workman's Comp.	0200	\$77.00
TOTAL		\$6,678.00

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT G
PEQUEÑOS EMPRESARIOS
PUBLIC SERVICE
AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Pequeños Empresarios, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a program to instill manners, respect for the earth and early understanding of finance and work/life/nutrition is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$6,678 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor 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 Contractor’s performance of its obligations under this agreement or out of the operations conducted by Contractor, 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 Contractor’s performance of this agreement, the Contractor 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.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR 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.

22. Insurance Requirements for Service Providers

Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider 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

Service Provider shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$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. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

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:

YOUTH LEADERSHIP INSTITUTE

By: _____
Andrew J. Medellin, Mayor

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

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services. There were 20,200 students enrolled at the end of 2014 with 56% reporting Hispanic or Latino. From 2009 to 2013 there has been an increase of 3.9% of student enrollment. With the population in Madera growing every year, this indicates an increase in opportunity for more potential clients. (https://ballotpedia.org/Madera_Unified_School_District,_California#Enrollment)	11,300	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months). The after school program consist of 40 weeks that will be divided into 4 workshops and will begin August of this year and May of the following school year.	75	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)	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.

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.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Board meeting are held on the last Thursday of every month at 10:30 am.

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

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

3 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: October 28th, 2013

IRS Employer Number: 45-5640209

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

FINANCIAL:

How often are financial records audited, and by whom? Currently there are no audit requirements from Wells Fargo. The audit for financial records is conducted by our hired accountant.

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

If so, for how much? \$2,000,000.00

List any judgments or pending lawsuits against the agency or program: N/A

List any outstanding obligations: N/A

ART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.

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

By the end of 2017, Madera, CA had an Unemployment rate of 9.4%. It is higher than the state and national averages, 4.6% and 7.9% respectively (<https://www.homefacts.com/zip-code/California/Madera-County/Madera/93638.html#unemployment>). This is a trend that cannot continue if Madera plans on growing and taking its place in California among all the other profitable cities and towns. Pequenos Empresarios proposes to take an aggressive plan that will prepare young children to become entrepreneurs and professional individuals in their adult life. This goal will be achieved by mentoring these children to become successful business individuals that will have a positive impact in reducing poverty levels in our community.

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

Madera Adult School, State Center Community College District, and Timberline Education Center, LLC are all educational facilities in Madera, CA that are charged with educating the masses to make Madera profitable.

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

Most programs are for adults. Our program starts the education early. Our future entrepreneurs get a positive, unequal start on the business unlike any other. Unlike the adult programs, our children do not have a lifetime of bad habits to break. Our program will teach proper habits and skills needed to succeed not only in the business world, but in life as well.

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

Children are provided with a questionnaire to analyze their skills. During the course, children receive one-on-one sessions to measure course progress. Through personal testimonials, children are able to validate the impact of the program and describe the impact it has created in their lives. A survey is provided to the children after completing a course to measure its success. **(See attached)**

Which National Objective does your program meet?

participants involved it is evident that the community understands the impact this program has in the children's future. **(See attached)**

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.

Currently, the \$15,000.00 grant from Wells Fargo is allocated 50/50 for the cities of Madera, CA and Fresno, CA. Our request for CDBG funds will be dedicated to serve children residing within the city of Madera, CA. The program has also received a grant for \$38,500.00 from Livingston Union School District to be used within their community.

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

Children are selected on a first come first serve basis. Our priority is to serve those families that fall into the low-income bracket but of course will consider other applicants if there are available slots remaining.

Discuss your program's/project's successes.

In our program, these children are taught finances, good values, the importance of entrepreneurship, self-development, leadership, etiquette and nutrition, etc. Children who have graduated from our program, have developed a notorious increment in self-esteem and self-confidence, have bettered their understanding of methods to care for our planet, have achieved better grades at school, bettered family and inspirational relationships among others. We have received a numerous amount of letters from parents stating the improvements they have seen in their children's lives.

Discuss your program's/project's past performance (2011 to 2016)

Up to date, over 600 children have graduated from the program in the course of the last 7 years and we are looking to expanding in the coming years to duplicate these numbers.

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

No other after school programs were found in or around our community that teach the skills our program offers to prepare the children for "real life" experiences. We have done research online and within the community and found that the only other program similar to what we offer and teach, is the Boys & Girls Scouts which quite different from how we conduct our program. There will be research that will be documented in order to modify the program with changes that occur in our ecosystem to make sure we provide up to date, one of a kind experience to the children.

pequeños

EMPRESARIOS

Nombre: _____ Fecha _____

Cuestionario de inicio cuanto sabes de valores

Marca la respuesta que creas correcta

Donde debemos practicar los valores?

En la escuela

En todas partes

Respeto es llegar a un lugar

Saludar

Discutir

Que es bullying?

Pelear y burlarse

Abrazar y compartir

Que es la confianza?

Dudar de las personas

Es la seguridad que te brinda el otro

Que es la generosidad?

No compartir

Dar sin esperar nada a cambio

Que es solidaridad?

Apoyo que se le brinda a otro

Ignorar a las personas

Escribe los valores que conozcas: _____

pequeños

EMPRESARIOS

Nombre: _____ Fecha _____

Examen de valores

Marca la respuesta que creas correcta

Donde debemos practicar los valores?

En la escuela

En todas partes

Respeto es llegar a un lugar

Saludar

Discutir

Que es bullying?

Pelear y burlarse

Abrazar y compartir

Que es la confianza?

Dudar de las personas

Es la seguridad que te brinda el otro

Que es la generosidad?

No compartir

Dar sin esperar nada a cambio

Que es solidaridad?

Apoyo que se le brinda a otro

Ignorar a las personas

Escribe los valores _____



Pequeños Empesarios Inc. 414 Elm Street Madera, CA 93638 Phone 559.718.4801 Tax ID 45-5640209

OFFICERS

02/07/18

Leonor Hipólito
President

Andrés Zamora

Jaime Olibas
Vice-President

District Superintendent
Livingston Union School District

María Vargas
Treasurer

Karla Hurtado
Director

We appreciate the trust placed in our organization by requesting our services to give our workshops for children. Based on the conversations we have had to understand your needs regarding our workshops, we allow you to present our proposal of professional services.

Michael Rodríguez
Director

Our Mission

To help educate elementary-school-aged children through various workshops in Spanish that will strengthen and improve their social and family bonds, while learning a second language. Our playful approach allows kids to develop their self-esteem and learn about finance, good manners and environmental awareness, thus, preparing them to find their own place in their family and community.

Our Workshops

Leadership and Values

Objectives: Through different games, teach the children to be respectful, responsible, unselfish and committed to themselves and others. Help them to find their own place in their family setting and get them to explore the true value of friendship inside a peaceful environment. Allowing them to discover their leadership skills, focusing on their goals with a positive mental attitude and developing individual and team working habits.



Manners and Nutrition

Objectives: Teach the children about manners and their use in every setting and instruct them about the importance of greeting and saying please and thank you. Emphasize to them the importance of table etiquette such as order and hygiene. Educate them about the benefits of a healthy nutrition so they can have a proper diet and daily exercise routine.

Results: The participants will have learned the correct way to carry a healthy diet, as well as the benefits it offers them. Their self-esteem will be increased thanks to the security they have acquired in their elegant and polite behavior when eating, as well as their respectful and cordial treatment towards others.

Programming:

Each workshop is taught in 25 hours, the four workshops get a total of 100 hours.

Budget:

- The cost of each 25-hour follow-up workshop is \$18,500. This figure includes:
- Certified teacher's fees, with specialized knowledge for each workshop.
- Fees for 5 teacher's assistants.
- Purchase of materials for 50 children participating in the workshop.
- Purchase of prices for 50 children participating in the workshop.
- The total cost for the 4 100-hour workshops is \$74,000.

Special proposal for Livingston Union School District \$38,500.

Imparting the four workshops for 50 children in 20 days, four hours per day with a total of 80 hours plus 10-hour for workshops for parents, total 90 hours. This proposal is made Special for Livingston Union School District for an amount of \$38,500.



EMPRESARIOS

Questionario

Circule lo que corresponda Nombre _____ Fecha _____

Eres víctima? Sí No

Eres responsable? Sí No

Cuántas reglas tenemos en la clase? 15 10

Cuántos boletos recibe un gerente de banco? 10 20

Como debemos dejar el salón de clases? Ordenado desordenado

Donde debes poner tu cartulina de metas? Guardada pegada en la pared

Cuántos boletos pierdo por no poner atención? 2 5

Cuántos empresarios tenemos a la semana? 5 3

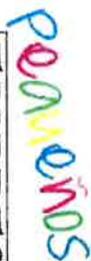
Como voy a lograr mis metas? Negativa/o positiva/o

Que debe hacer mi papa para que yo siga en el programa? Asistir a las juntas

Contrato de vida

Quien tú eres?

Yo soy un niño líder _____



EMPRESARIOS

Formulario de Inscripción

Contacto de Emergencia	
Nombre:	_____
Teléfono:	_____
Relación:	_____

Nombre del Padre o Tutor: _____ Apellido (s) _____ Nombre _____ Segundo nombre _____ F. Nacimiento _____

Nombre de La Madre: _____ Apellido (s) _____ Nombre _____ Segundo nombre _____ F. Nacimiento _____

Dirección: _____ # Casa _____ Calle _____ #Dto. _____ Ciudad _____ Estado _____ C. Postal _____

Forma de comunicación preferente: (circule) Correo Texto Llamada

Teléfono Celular: _____ Teléfono Casa: _____ Correo Electrónico: _____

Marque lo que corresponda:

<u>Grupo Étnico:</u> Blanco <input type="checkbox"/> Hispano <input type="checkbox"/> Asiático <input type="checkbox"/> Negro <input type="checkbox"/>
<u>Lenguaje:</u> Ingles <input type="checkbox"/> Español <input type="checkbox"/> Vietnamita <input type="checkbox"/> Hmong <input type="checkbox"/>

<u>Estado civil:</u> Casado / Soltero / Divorciado
<u>Numero de dependientes:</u> _____

Circule lo que corresponda: Ingreso Anual Hasta \$0 - \$7,500 \$7,500 - 15,000 \$15,000 - \$50.000 \$50.000 - \$100,000

Información Del Niño:

Primer Nombre _____ Segundo Nombre _____ Apellido _____ F. Nacimiento _____

Escuela _____ Grado _____ Sabe Hablar español: (si) (no) Sabe Leer y escribir español: (si) (no)

Acepto que he leído y contestado con la verdad Firma: _____ Fecha: _____

Pequeños Empresarios has secured a partnership with MLK Middle School and Sierra Vista Elementary School, both part of Madera Unified School District, which offers in-kind meeting space for our program. We are currently also experiencing a demand for the expansion of our program given its success. In just the last year, Pequeños Empresarios engaged 50 children and 50 parents. Among our participants: 1) 70% opened a savings account for the first time; 2) 85% of children increased their knowledge in financial matters, as evidenced by a pre and post-test that covered key financial concepts; and 3) students raised \$50 through their own business ideas, the money which went toward opening their savings accounts.

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

NAME OF ORGANIZATION: Pequeños Empresarios Inc.
414 Elm Street
Madera, CA 93638

PROJECT TITLE: Pequeños Empresarios – Services

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

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

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

5. Female Head of Household: _____ -

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,500	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

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

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

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

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

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” or “Negro” 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 B**Pequeños Empresarios Project Budget 2018-19**

INCOME SOURCE	AMOUNT	
CITY	\$6,678	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$6,678	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES		\$6,678
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		\$6,678

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT H
CITY OF MADERA
PARKS AND COMMUNITY SERVICES DEPARTMENT
PUBLIC SERVICE
AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Parks and Community Services Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a program to support staffing, supplies and associated programming costs for Parks' suite of senior activities (1) Meals on Wheels, (2) Recreation and enrichment at three congregate sites and (3) nutrition/meal programs at each site is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$87,454 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the

CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor 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 Contractor’s performance of its obligations under this agreement or out of the operations conducted by Contractor, 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 Contractor’s performance of this agreement, the Contractor 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.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR 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.

22. Insurance Requirements for Service Providers

Without limiting Service Provider’s indemnification of City, and prior to commencement of Work, Service Provider 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

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20

10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$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. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

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:

**CITY OF MADERA PARKS AND
COMMUNITY SERVICES DEPARTMENT**

By: _____
Andrew J. Medellin, Mayor

By: _____
Mary Anne Seay, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

RECEIVED
4-12-18
4:55 PM

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2018/2019 PROPOSAL APPLICATION
PART 1 (PAGES 1 THROUGH 6)**

Priority Needs for the 2018/2019 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	7,000	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	500	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		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	100	380
GENDER	Female	350						
	Male	150						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	350
Not-Hispanic or Latino	150
Racial Categories*	
American Indian or Alaska Native	6
Asian	0
Black or African American	30
Native Hawaiian or Other Pacific Islander	2
White	120
Other	342

***Definitions of these categories may be found on the next page.**

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.

Left Blank

SPONSORING AGENCY MANAGEMENT**CORPORATION DIRECTORS:**

How often does the Board meet? Madera City Council meets twice per month; the first and third Wednesday of each month. In the event a regularly scheduled meeting lands on a holiday, the Council meets the following business day.

What was the average number of Board members attending meetings last year?
The average number of members at meetings is seven (7).

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

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-6000365

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

Andrew J. Medellin, Mayor, Mayor term expires December 2020, self-employed, 7 years service
CeCe Foley Gallegos, Council Member term expires December 2018; District 1, teacher, 2 years service

Jose Rodriguez, Mayor Pro-Term ending December 2018, Council Member term expires December 2020; District 2, self-employed, 2 years

William Oliver, Council Member term expires December 2018; District 3, Business Support Manager, 3-1/2 years

Derek O. Robinson Sr., Council Member term expires December 2020; District 4, retired,

Charles F. Rigby, Council Member term expires December 2018; District 5, youth pastor, 6 years

Donald E. Holley, Council Member term expires December 2020; District 6, retired, 6 years

All of the Council Member and the Mayor may be reached at the following:

Madera City Hall
205 W. 4th Street
Madera, CA 93637
(559) 661-5409

FINANCIAL:

How often are financial records audited, and by whom?

Senior Service budgets are tracked regularly by staff. Internal Parks & Community Service Department practice is to review budgets on a quarterly basis. The Senior Program is subject to being audited twice annually. Separate audits occur by the Fresno Madera Agency on Aging and by Price Paige and Company; they can be reached at (559) 299-9540, fax (559) 299-2344 or website www.ppcpas.com.

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

If so, for how much? \$1,000,000

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

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of N/A do hereby resolve that on , 2018, 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: _____, 2018

AGENCY NAME: City of Madera – Parks & Community Services

ADDRESS: 701 East 5th Street, Madera, California 93738

TELEPHONE: (559) 661-5495

By: _____
Mayor, City of Madera

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

By:  _____
Director, Parks and Community Services Department

RETURN THIS ORIGINAL TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.

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

The City of Madera's Parks & Community Services (PCS) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas as a result of aggressive CDBG goals, an improved marketing & program plan as well as an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service levels to Madera's seniors.

Parks & Community Services employees manage senior services and programs at two congregate sites in addition to providing home-bound meal deliveries (Meals on Wheels) throughout the City. Staff is seeking Community Development Block Grant (CDBG) resources in the amount of \$107,454 to support staffing, supplies and associated programming costs for our suite of senior activities which are located in Madera's disadvantaged neighborhoods at the Frank Bergon Senior Center and the Pan American Community Center.

The requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

1. **Senior Meal Program** – The City of Madera provides a nutritious and balanced meal five days per week throughout the year, excluding holidays at our two senior sites. The Meals on Wheels program delivers 7 nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors. When resources are available from another funding source, Fresno Madera Agency on Aging (FMAAA), additional snacks and/or shelf stable meal packages are also provided.
2. **Wellness and Nutrition Programs** – Fitness programs offered throughout the week could include Tai-Chi, aerobics, Yoga, walking, Zumba, balance & stretching and others. Nutritional healthy food education/classes are provided on a regular basis. Presentations on enhancing wellness, improving healthy living, managing depression, and safety at home are given regularly.
3. **Recreation and Educational Programs** – The City augments its daily service for seniors with a variety of recreation and educational programs that includes discussions on senior fraud/scams led by local law enforcement, technology related programs, arts & crafts, ceramic classes, social dances, karaoke, and a wide variety of local excursions and regional trips.

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

The City of Madera is the only agency within the City that provides seniors with home delivered and congregate meal services and the variety of programs within the city limits that the City's Parks and Community Services Department offers.

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

Not applicable.

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

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

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

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

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

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

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

The City of Madera's Senior Service Programs have a system of checks and balances to ensure efficiencies, goal achievement and quality service. In addition to regular site visits, staff observation, employee evaluations, and program audits, we distribute and collect regular customer satisfaction surveys. The data collected from these surveys is compiled, analyzed and used as a means to grow and improve service. (See attached employee evaluation, visitation check-list, and customer satisfaction service survey.)

Which National Objective does your program meet?

The City of Madera Senior Service Program meets the national objective of benefiting low and moderate income persons. Most program participants in the City of Madera meet the low income criteria. In the rare circumstance where this is not the case, all program participants are seniors and therefore meet the qualifications as defined by CDBG.

Which measurable objectives does your program meet?

Objective #1: The program areas listed above will each achieve at least a 10% increase in unduplicated clients over the grant period.

Objective #2: The program areas listed above will each achieve at least a 10% increase in duplicated services provided over the grant period.

Objective #3: The average score on self-reporting surveys for life satisfaction will rise 10% over the grant period.

Objective #4: The average score on self-reporting surveys for wellness will rise 10% over the grant period.

How will your program meet its goals in one year?

The City of Madera Senior Services Program will meet its goals by monitoring monthly meal consumption and quarterly reports that demonstrate goals and objectives are being met to ensure low and moderate income persons are receiving meals, social interaction and recreation programming detailed in this grant application.

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

- 1) The Fresno Madera Area Agency on Aging (FMAAA) offers grant funding to help offset costs of senior services programs.
- 2) Some seniors make anonymous voluntary donations to the programs. The suggested donation is \$1.75/ meal. Seniors are NOT denied a meal and City staff does not track who donates resources and who does not.
- 3) The City of Madera's General Fund.
- 4) Other fund raising efforts occur periodically throughout the year; modest support of senior programs is achieved through fund-raising.

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).

Voluntary donations for the current fiscal year are projected to be shy of \$3,500. These voluntary contributions have declined significantly over the last several years and have not recovered in step with the economic recovery. City staff project \$8,000 in fundraising revenues for the upcoming fiscal year. The City's General Fund available to the Parks and Community Services Department has also decreased in step with the economic down-turn and has not recovered during the current up-turn.. This reduction has impacted the service delivery plan for senior programs, while CDBG and FMAAA grant awards make continued programming possible.

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

The City of Madera surveys senior program participants annually and receives feedback from the the City of Madera Vision 2025 subcommittee. These groups meet regularly to discuss various topics and to give valuable input on programs and services, including those for seniors. Survey results and community feedback data are analyzed and program planning is implemented to meet the needs of participants as a direct result of feedback data.

The City of Madera has also hosted community meetings to seek feedback from seniors on the allocation of resources. Staff continues the practice of including participant feedback in program development. This occurs through formal evaluations and surveys as well as more

casual conversation between staff and program participants. Valuable input from seniors continues to influence the provision of services. Seniors identified various areas of interest; the top three areas of requested change in the last survey are:

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

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

The City does not offer service outside the City limits.

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

The City of Madera has not had an issue with an overflow of clients for the congregate meal program. The Home delivered meal program has a waiting list system in effect to serve the overflow of clients, additional resources helps to reduce the waiting list. We have increased the number of recreation and fitness programs to accommodate the increased interest, including additional and more regular field trips. Trips are offered on a first come/first served basis and they have filled up from time to time. When possible, a second bus is ordered.

Discuss your program's/project's successes.

The City offers programs benefitting many of Madera's seniors. Without the City's senior programs, many program participants would live in isolation without the guarantee of consuming at least one nutritious meal each day. The recreation and fitness component provides the opportunity for the senior to have social interaction, engagement, improved vitality and overall increased wellness. Our participants describe our senior programs as their home away from home and a reason to get up each morning, thus helping them with their overall mental health. Our services are nutritional, educational, and sometimes the only social connection a senior may have each day.

Discuss your program's/project's past performance (2011 to 2016).

The suite of programs provided by the City to seniors through CDBG resources has consistently met program goals and objectives in the 2011 to 2016 time frame. The availability of CDBG funding has aided the City in providing tens of thousands of individual interactions with the community's senior citizens; be it providing a hot meal, an opportunity to dance or exercise, a sympathetic listening ear, or a referral to an outside service group or agency. Over the past five years, the City has provided a core of essential services such as the meal program and wellness activities; but at the same time, in consideration of requests from the client population, new activities and programs have been introduced. The City has always been cognizant of increasing its outreach to help underserved individuals in the community and CDBG resources have been leveraged year-over-year to increase both duplicated and unduplicated program participants.

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

New services are highlighted in the Parks & Community Services Activity Guide published twice yearly both in print and online versions. Intra-departmental weekly updates include a program attendance component. Any periodic reporting to internal or external CDBG program monitors will include documentation of new programs and attendance figures.

City of Madera
Senior Program Survey
March 2018

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. I come to the Senior Center primarily for the?

- a) Socialization 4
- b) Nutritious Meal 3
- c) Recreation Programs (i.e., dances, bingo, trips, exercise, computers, etc.)
- d) All of the above 19

2. How often do you visit the Senior Center?

- a) Once a week 3
- b) 2 to 3 times a week 6
- c) 4 to 5 times a week 17

3. Please rate senior program staff (Only circle one)?

- a) Excellent 18
- b) Satisfied 5
- c) Needs Improvement 0
- d) Poor If Poor, Why? Susan is great = 1 Staff is great = 2
Susan a raise = 1

4. Please rate the senior program meals (Only circle one).

- a) Excellent 17
- b) Satisfied 5
- c) Needs Improvement 4
- d) Poor 0 If Poor, Why? _____

5. Please rate the senior recreation programs (Only circle one).

- a) Excellent 16
- b) Satisfied 5
- c) Needs Improvement 5
- d) Poor If Poor, Why? _____

6. Have you taken advantage of the senior trips offered?

- a) Yes 14
- b) No 12 If No, Why? Too old = 2 No Money = 4 No Time = 1
Don't like to travel = 1

7. Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?

- Crafts = 2 More Karaoke = 2 More Potlucks = 1
- Movies = 3 Free Trips = 1

8. What is your age? (Circle One)

50-60yrs	60-70yrs	70-80yrs	80-90yrs	90yrs+
0	14	9	1	1

City of Madera
Senior Program Survey
March 2018

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. I come to the Senior Center primarily for the?

- a) Socialization 4
- b) Nutritious Meal 3
- c) Recreation Programs (i.e., dances, bingo, trips, exercise, computers, etc.)
- d) All of the above 19

2. How often do you visit the Senior Center?

- a) Once a week 3
- b) 2 to 3 times a week 6
- c) 4 to 5 times a week 17

3. Please rate senior program staff (Only circle one)?

- a) Excellent 18
- b) Satisfied 5
- c) Needs Improvement 0
- d) Poor If Poor, Why? Susan is great = 1 Staff is great = 2
Susan a raise = 1

4. Please rate the senior program meals (Only circle one).

- a) Excellent 17
- b) Satisfied 5
- c) Needs Improvement 4
- d) Poor 0 If Poor, Why? _____

5. Please rate the senior recreation programs (Only circle one).

- a) Excellent 16
- b) Satisfied 5
- c) Needs Improvement 5
- d) Poor If Poor, Why? _____

6. Have you taken advantage of the senior trips offered?

- a) Yes 14
- b) No 12 If No, Why? Too old = 2 No Money = 4 No Time = 1
Don't like to travel = 1

7. Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?

- Crafts = 2 More Karaoke = 2 More Potlucks = 1
Movies = 3 Free Trips = 1

8. What is your age? (Circle One)

50-60yrs	60-70yrs	70-80yrs	80-90yrs	90yrs+
0	14	9	1	1

4/3/18 Exhibit A

TO WHOM IT MAY CONCERN:

THE CONTINUED FINANCIAL SUPPORT OF THE PAN-AM CENTER AND THE FRANK BERGON CENTER IN MADERA, AND THE ATTENDANT ACTIVITIES, IS AN INVALUABLE CONTRIBUTION TO THE QUALITY OF LIFE IN THE COMMUNITY OF MADERA.

THERE IS NO WAY TO ESTIMATE THE VALUE OF THE ON-LINE ACCESS, AND THE INSTRUCTIONS TO THAT ACCESS, TO THOSE THAT OTHERWISE WOULD HAVE NONE.

THE NUTRITIOUS MEALS AND THE OPPORTUNITY TO SOCIALIZE ARE A PROPER REWARD FOR LIVES WELL SPENT FOR THOSE THAT, IN SOME CASES, ARE EXPERIENCING THE LATTER YEARS OF THEIR LIFE AND ARE LIMITED IN THEIR MOBILITY TO THE CITY TRANSIT SYSTEM.

SINCERELY,

Greg W. Pearson

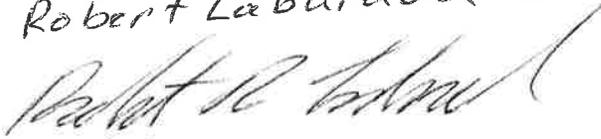
FAB

to whom may concern

I Robert Laburada been going to Frank Bergow Senior center for a month now. The programs are really Great lots of community seniors go there. The Facility has great meals and coffee & tea also need these that have allergic needs that they have. The place has been great for me. I been inside for a while and the people here welcome you and greet you. ~~_____~~

Thank you

Robert Laburada Retired USAF



4/4/18 FDB

My Name is Benito Juarez
 I'm 69 years old and I
 have been coming to the center
 for 3 1/2 years and it change
 my life for the better and I'm
 not home alone I come and
 play Bingo 3 time a week
 and the other two I come
 and drink coffee and see
 all my friends so the center
 is very important to me.
 and too all the seniors in
 the Madro and Kerman and
 Chouchillo so thank you
 for our center

Thank you
 very much
 Benito Juarez

4/4/18
 FAB

I COME TO THE CENTER FOR
ENJOYMENT WITH THE PEOPLE
AND MOSTLY MY FRIENDS. IT'S
A VERY PLEASANT PLACE TO
FORGET YOUR PROBLEMS AND
ENJOY A CUP OF COFFEE AND
A NICE MEAL. TO SEE AND MEET
NEW PEOPLE.

A VERY PLEASANT PLACE
TO ENJOY THE DAY.

Patricia B. B.
4/4/18 FAB

I love coming to Bergen Senior center. It gives me a place to come and socialize with my friends and meet new people. The center is the one place I can go out and feel safe and taken care of. The staff are such nice people and the food served helps me supplement my income. I really appreciate the help. The activities offered are helpful and interesting.

Thank you for providing us with a place to go to

Sincerely

Nadine Math
4/4/18 FAB

City of Madera
Employee Performance Rating Form

LAST NAME	FIRST NAME	ID#	RANGE/STEP	PURPOSE OF REPORT
				() Probationary ___ Month
DEPARTMENT	POSITION TITLE	PERIOD ENDING	DUE DATE	() Other _____
P&CS	Program Leader			(X) Merit Increase
				() Semi-Annual Performance

PERFORMANCE FACTORS	NOT ACCEPTABLE	IMPROVEMENT NEEDED	SATISFACTORY	GOOD	SUPERIOR
1. Skill Level/Job Knowledge					
2. Work Habits					
3. Initiative					
4. Attitude					
5. Judgment					
6. Appearance/Physical Condition					
7. Communication Skills -Written/Oral					
8. Safety Awareness					
9. Cost Consciousness					
10. Attendance/Punctuality					
SUPERVISORS ONLY					
11. Organizational Skills					
12. Supervision/Leadership					
13. Self Confidence					
14. Fairness/Impartiality					

OVERALL COMMENTS:

RECOMMENDATIONS FOR IMPROVEMENT:

EMPLOYEE COMMENTS (optional):

GOALS (if applicable):

1.

SIGNATURE OF RATER (Immediate Supervisor)	DATE	() I have discussed the above with the employee and explained the rating and remarks.
EMPLOYEE SIGNATURE	DATE	() I have discussed the above rating with my supervisor () I have reviewed this report. My signature does not necessarily imply agreement with all items marked.
DEPARTMENT HEAD SIGNATURE	DATE	() I concur with rating () I do not concur with rating () Approved for merit increment

REVIEWED BY: _____
CITY MANAGER _____ DATE: _____

City of Madera – Parks & Community Services
Visitation Checklist

Facility: _____ Program: _____
 Date: _____ Staff Present: _____
 Time In: _____ Time Out: _____ # of Participants _____
 Activity: _____ Report By: _____

PERSONNEL (Staff was where they were schedule to be, doing what they were scheduled to do)

- All scheduled employees were present
- Employees were on time
- Employees were in appropriate attire/uniform
- Employees were leading calendared activities
- Employees were working to achieve objectives
- Employees were engaged with program participants
- Employees were appeared organized
- Employees had the supplies they needed

FACILITY (The facility is well maintained)

- The Facility was neat and orderly
- Bathrooms were clean and stocked
- Other Facility issues: (please note that facility issues need to be reported to appropriate staff)

CORE VALUES (To the extent possible, please identify whether the staff exhibited the departments core values)

- Service
- Integrity
- Accountability
- Teamwork

NOTES & OBSERVATIONS (Use this space to highlight the positives you noted during this visitation. Also, use the space below share information that might help the PCS team deliver higher quality service to our program participants.

FORMS (Staff was able to locate forms at the facility and were aware of their intended use)

- Activity calendar posted (Lessons schedule for pool)
- Attendance Form (up to date)
- Menu posted (where appropriate)
- Attendance Form (up to date)
- Incident reports in file
- Accident report in file
- Rules Posted
- Department Mission Statement and Core Values posted
- Other Required Forms:

SAFETY (Safety policies and procedures were observed)

- Staff Exhibited basic safety principles in their
- Fire extinguisher current
- Injury and Illness Plan available
- Appropriate postings of requires safety postings
- First Aid Kit up to date
- Other safety concerns or issues: (please note that safety issues need to be reported to appropriate staff immediately)

Employee(s) Signature(s): _____

Supervisor Signature: _____

To Whom It May Concern

My name is Charlene Burks
and I really enjoy coming to
the Frank B. Morgan Senior Center.

I have family members and
friends that also attend and
we get a chance to visit with
other. The center helps the
seniors stay active.

Charlene Burks
4/4/18

I Like coming to the Bergen Sr.
Center, because I like playing, ~~and~~
Bingo and Calling Bingo. I also
like socializing with the people,
and like helping the seniors, when
they need the help.

Mary Barron
4/4/18 FAB

My name is Gloria Rodriguez
 and I have ~~been~~ been coming
 to the center for three years
 and counting. I really enjoy
 coming here, I enjoy the lunches
 they give. I have met ~~people~~^{friends}
 that keep me laughing. But
 most of all I love playing
 Bingo. My regret is we don't
 get our newspaper any more but
~~other~~ otherwise I love it here.
 To me I have some place to go to
 have fun.

Gloria Rodriguez

4/4/18

FAB

4/4/18
FAB

I have been coming to the Frank Serzon
Center for around fifteen years.

It gives me a place to come and enjoy
my self and relax.

I take care of my true hand who had a
stroke, and it gives me a little cutting.

I can come down, have coffee and snacks,
and also a very good lunch.

Thank you very much for a place to go.

Mary Foster

3/30/18
FRB

To whome it may Concern,

The Senior Center
is a meeting Place that
we can come and talk
and enjoy getting together
and doing things with other
Seniors. Celebrating Holidays
and Birthdays eating
together when we would
~~be~~ be by ourselves.
at home. It has brought
joy and togetherness
to all that want to
participate thank you
City of Madera for
this and every thing you
do for us.

Carl Aragon

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

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

PROJECT TITLE: City of Madera Senior Services Program

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

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

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

5. Female Head of Household: _____ -

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,500	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

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

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

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

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

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” or “Negro” 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 B

INCOME SOURCE	AMOUNT	
CITY	43,268	
UNITED WAY	-	
STATE (SPECIFY)	-	
FEDERAL (SPECIFY)	40,866	FMAAA
SERVICE FEES	500	
FUND RAISING	4,500	
DONATIONS	3,500	
CDBG	87,454	
OTHER (LIST)	-	
TOTAL INCOME	180,088	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	103,900
BENEFITS	0150	44,061
SERVICES & SUPPLIES		5,200
INSURANCE	0200	325
COMMUNICATIONS	0250	200
CONSULTANT SERVICES	0300	15,000
OFFICE EXPENSE	0350	-
OFFICE RENTAL	0400	-
EQUIPMENT RENTAL	0450	-
UTILITIES	0500	5,100
TRAVEL (ADMIN.)	0550	-
FOOD SUPPLIES	0600	1,200
CONTRACTS	0650	-
TRANSPORTATION	0700	2,602
FUND RAISING	0750	2,500
TOTAL		180,088

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT I

PARKS AND COMMUNITY SERVICES DEPARTMENT

PUBLIC IMPROVEMENTS/CAPITAL PROJECTS

ADA IMPROVEMENTS PHASE II

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Parks and Community Services Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a project to carry out ADA improvements at City Hall, the Pan American Community Center and the Frank Bergon Senior Center is eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to carry out ADA improvements at City Hall, the Pan American Community Center and the Frank Bergon Senior Center consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed \$97,966 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR

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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

The CONTRACTOR 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 CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR 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.

22. Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

Contractor 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 forms CG 20 10 and CG 20 37 to provide 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 Contractor 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. Contractor 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.

Maintenance of Coverage

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor 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

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

Additional Insurance

Contractor 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.

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:

**THE CITY OF MADERA PARKS AND
COMMUNITY SERVICES
DEPARTMENT:**

By: _____
Andrew J. Medellin, Mayor

By: _____
Mary Anne Seay, Parks and Community
Services Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019

RECEIVED
 4-12-18
 4:55 AM

DATE SUBMITTED: April 12, 2018

A. GENERAL INFORMATION

1. Name of Department/Organization: Madera Parks & Community Services Department

Address: 701 East 5th Street, Madera, California 93638

Contact Person: Mary Anne Seay

Phone: (559) 661-4591 or (559) 978-3269

Concurrence: _____


 Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

The proposed projects are to make accessibility improvements at City Hall, the Pan American Community Center and the Frank Bergon Senior Center. Project sites are City facilities used by the public; two are used as senior centers and are also home to recreation programs and activities for youth and the general public. The improvements follow the recommendations from the City of Madera's *ADA Self Evaluation and Transition Plan* which was adopted by Council to address ADA deficits at City facilities. Specifically, the project calls for Priority 1 (as identified in the referenced plan) structural improvements designed to increase accessibility for clients with disabilities and mobility challenges. Ensuring ADA approved access so that the public can park and get into the facility are considered Priority I. Parking lots, sidewalk slopes and automated doors are examples of the infrastructure upgrades the City needs to make.

The Parks & Community Services Department received an award of \$65,238 for ADA improvements at Bergon and Pan Am in a previous CDBG cycle. To date, a new ADA accessible ramp has been installed at the Bergon Center and a design firm with a Certified Access Specialist (CASp) has been retained to provide bid-ready plans for all recommended Priority 1 improvements. The cost for addressing all Priority I ADA issues at these sites and City Hall is not yet known, but is predicted to be far greater than the available resources. City staff is committed to addressing ADA barriers using a phased approach until City facilities are accessible to all residents.

2. Need (Explain why project is needed.):

The City of Madera contracted MIG Corp, Inc. to provide an *ADA Self Evaluation and Transition Plan* of all City facilities, Parks and other public spaces. This data gathering and study spanned two fiscal years and was approved by the citizen ADA Advisory Council & the City Council in 2010. MIG Corp, Inc. provided the City with a comprehensive list of accessibility deficiencies and recommended corrections. The consultants assisted staff with the prioritization of improvements, taking into consideration factors such as hazards, level of public use, and social need of the community. After review and discussion with the ADA Advisory Board and other partners, staff developed a work plan that would allow for the systematic removal of these architectural barriers as funding allowed.

3. Estimated cost of project and source of estimate (if available): Staff is requesting \$50,000
Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The City's General Fund will be used as staff from various departments (Parks, Engineering, HR, Grants, legal, Finance, Building) invest time to complete the project(s).

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

The proposal will meet these goals in one year – 18 months.

5. What measurable goals will your program deliver?

The very completion of these improvements is measurable. Pre and post improvement inspections (with photos) will be completed by the City's certified ADA specialist. As a result, accessibility to these facilities by the client population (senior citizens & general public) will be enhanced, particularly for those with disabilities and/or limited mobility. Identifying individual attendants with disabilities would be speculative but increase in accessibility can be gauged from an overall increase in clients served. Pre and post project surveys can be conducted among the attending clients to determine perception of barriers to use eliminated by the project.

6. What are the project's expected outcomes? How are the outcomes assessed?

The Community Centers will become more accessible to the public in general and in particular to those with disabilities and/or limited mobility. An additional outcome is progress toward completing specific goals as outlined in the *ADA Self Evaluation and Transition Plan*. The outcomes will be assessed through reported increase in public satisfaction with the accessibility and increased public usage of the facilities.

7. What National Objective does your program meet?

The proposed projects will meet two of the national objectives:

National Objective #1: Activities benefitting lower income person/households.

National Objective #3: Activities designed to meet community development needs having particular urgency.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

This project addresses several strategies and actions included in the Vision Plan including:

Action 113.3 – Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

Action 113.4 – Provide parking with easy access for the handicapped.

Action 138.1 – Update the City of Madera’s ADA program.

Action 138.2 – Inventory those public structures currently not in ADA compliance and develop plan to bring them into compliance.

Strategy 404 – Promote increased community wellness.

Strategy 407 – Promote and expand existing services to allow Madera’s elders to maintain independent lifestyles.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure?

The Frank Bergon Senior Center is 31 years old (constructed in 1987).

The Pan-Am Center is 20 years old (constructed in 1998).

City Hall is 55 Years old (Opened in 1963).

b. Will this project affect an historically significant (or potentially historic) structure?

NO

2. Archeological:

a. Will this project involve any ground disturbance?

YES. Minimal excavation will be required during demolition and reconstruction of concrete surfaces.

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

Excavation will be 8” or less below existing ground elevation. Less than a Cubic Yard of earth will be disturbed.

3. Water:

a. Does this project involve a sewer or water system?

NO

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

YES. The demographics of Madera indicate that residents using these facilities fall within low – moderate income levels. The senior population served at the two centers is typically low and low-moderate income (72.7% self-reported being low income on in-house surveys).

While there is not precise attendance data for attendance at City Hall, staff estimates the average number of residents using services at City Hall to be approximately 500/day . The attendance numbers below reflect actual attendance records maintained at Pan Am and Bergon.

- a. **Number of persons served annually:** 37,675 (duplicated) and 12,457 (unduplicated).
- b. **Service Area:** The most typical participant (the clear majority and our primary target audience) at these sites are Madera residents, but programs/facilities are technically open to non-residents.
- c. **Number of City residents served annually:** Staff estimates that at least 90% of facility use is by Madera residents. Therefore, the number of Madera residents served at these two sites exceeds 33,000 (duplicated) and 11,211 (unduplicated).
- d. **Number of persons with disabilities or seniors served:** The number of seniors served is 24,329 (duplicated) in the senior programs. Senior citizens and persons with disabilities attend events and additional programming and staff estimates that 2,500 (unduplicated) are served annually.

2. How will the proposed project prevent or eliminate slums or blight?

Improvements to public facilities have an impact in reducing slum or blight. Failure to maintain and upgrade existing infrastructure leads to blighted neighborhood conditions.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

The ADA Self Evaluation and Transition Plan data gathering process included numerous public meetings over a two-year period. The final document was endorsed and approved by the citizen ADA Advisory Council and adopted by the Madera City Council in open public session. Users of the community centers are formally surveyed to gather suggestions for facility and program improvements and City staff note and report anecdotal observations that are included in facility maintenance planning processes.

2. Note complaints that have been received, etc.

There have not been written complaints to City Staff regarding accessibility at these sites. There have, however, been several injury reports filed from accidents that have occurred at the centers over the past few years. Consequently, there have been several verbal complaints of the parking lot issues located at the Bergon Center. There have also been verbal complaints about the heavy doors at Bergon, Pan-Am and City Hall as they do not currently have the auto open feature. This deficit was recently noted in the City of Madera's safety inspection performed by the Risk Management team in Human Resources. City staff have also witnessed members of the public with mobility issues struggling with the heavy doors at City Hall.

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

The Parks & Community Services Department partners with many groups and agencies to generate projects such as the ADA improvements at City facilities detailed in this application. They include, but are not limited to:

1. Fresno-Madera Area Agency on Aging (FMAAAA)
2. ADA Advisory Council
3. Madera Seniors Club
4. Pan-American Club
5. First Transit – Senior Transportation
6. American Association of Retired Persons (AARP)
7. Local Quilters Guild
8. California Telephone Access Program (CTAP)
9. Madera County Public Health Department (MCPHD)
10. Community Action Partnership
11. Department of Social Services
12. Madera County Food Bank
13. Madera Unified School District (MUSD)
14. Madera Beautification Committee
15. Senior Companion Program
16. Senior Community Service Employment Program
17. Fresno-Madera Ombudsman Program
18. Health Insurance and Advocacy Program (HICAP)

Please see the eligible CDBG Census Tract map below.

RETURN AN ORIGINAL AND

City of Madera

TWO COPIES TO:

205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

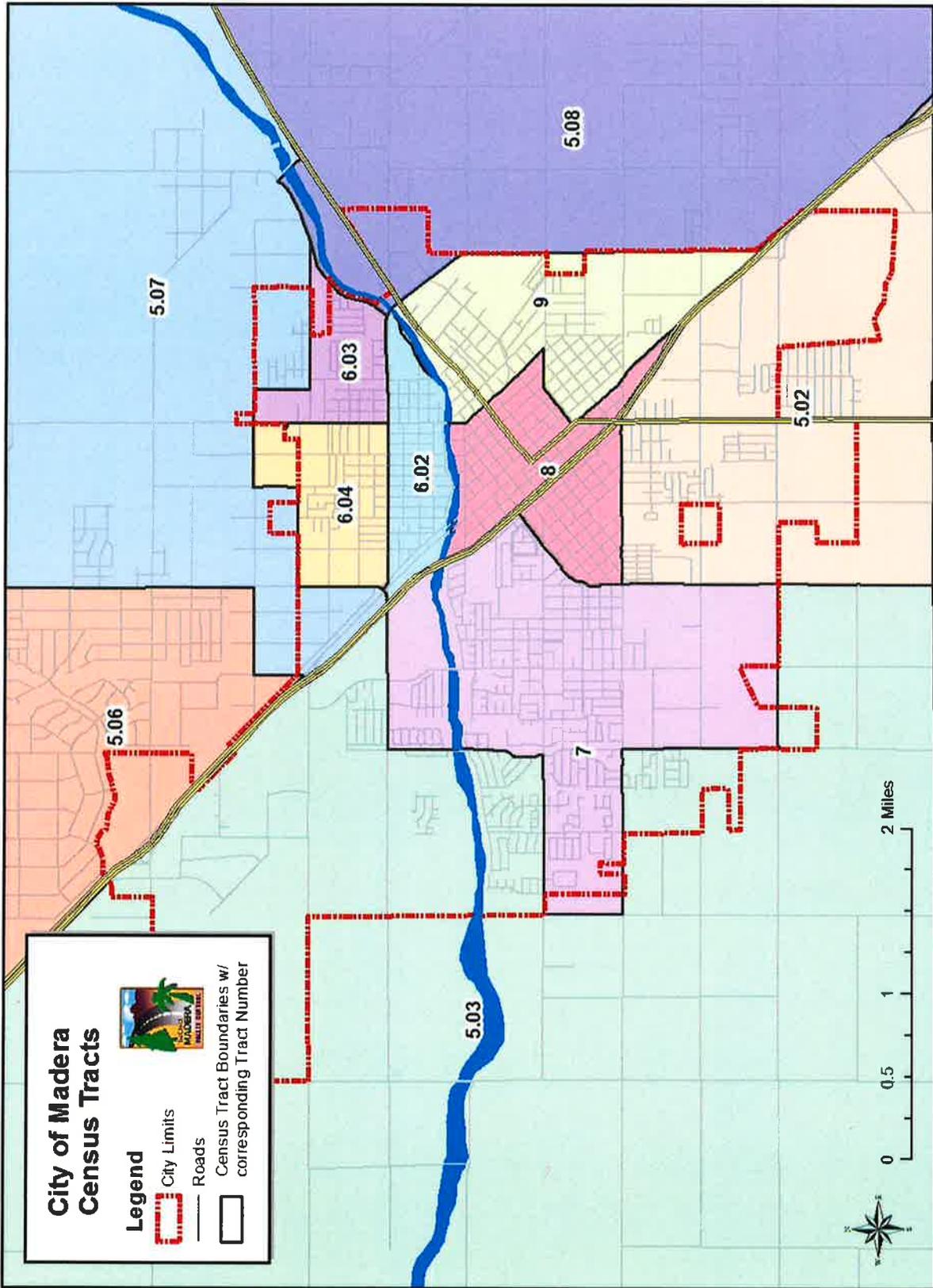


Exhibit B

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
CDBG	97,966	
OTHER (LIST)		
TOTAL INCOME	97,966	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	14,695
BENEFITS	0150	
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	68,576
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		97,966

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT J
CITY OF MADERA
ENGINEERING DEPARTMENT
VIRGINIA LEE ROSE ELEMENTARY SCHOOL
PEDESTRIAN SAFETY IMPROVEMENTS
PUBLIC IMPROVEMENTS/CAPITAL PROJECTS
AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Engineering Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a project to install a Rectangular Rapid Flash Beacon system at the intersection of Sunrise Avenue and Lily Street is eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate pedestrian and traffic safety and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to install a Rectangular Rapid Flash Beacon system at the intersection of Sunrise Avenue and Lily Street is consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under

this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed \$32,000 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR 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.

22. Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

Contractor 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 forms CG 20 10 and CG 20 37 to provide 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 Contractor 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. Contractor 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.

Maintenance of Coverage

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor 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

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

Additional Insurance

Contractor 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.

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:

**THE CITY OF MADERA
ENGINEERING DEPARTMENT:**

By: _____
Andrew J. Medellin, Mayor

By: _____
Keith Helmuth, City Engineer

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

Exhibit A
RECEIVED
4-12-18
4:58 PM

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019**

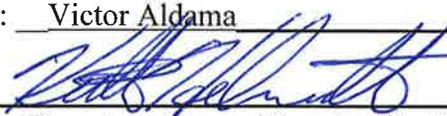
DATE SUBMITTED: 4/12/18

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

Address: 205 W. Fourth Street Madera, CA

Contact Person: Victor Aldama Phone: (559) 661-5418

Concurrence: 
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

The proposed project involves the installation of a Rectangular Rapid Flash Beacon (RRFB) system at Sunrise Avenue and Lily Street. Please see attached location map.

2. Need (Explain why project is needed.):

There was an increase of pedestrian traffic crossing Sunrise Ave from the North sidewalk area to the South sidewalk area by the intersection of Sunrise Ave and Lily Street as a result of the new Virginia Lee Rose School opening in the Fall of 2017. In order to mitigate the increase of pedestrian traffic crossing Sunrise Avenue, the installation of Rectangular Rapid Flash Beacons would be the most logical measure to reduce risk of pedestrian accidents on a two lane roadway.

3. Estimated cost of project and source of estimate (if available): \$ **31,900.00**

The engineer's estimate including the breakdown of costs for construction management and inspection is attached.

CDBG Fund: \$25,000.00

Local Transportation Fund: \$6,900.00

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Project is expected to only use CDBG fund up to a limit of \$25,000. The City Engineering

Department proposes any additional cost be covered by our Local Transportation Funding. This represents a minimal and standard match for the City which can be secured at a later date.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year?
Give starting date for activity.

Upon approval of CDBG funds, the City will immediately begin design on August 2018 followed by construction. The project is expected to be completed within the 1 year time frame.

5. What measureable goals will your program deliver?

The project will help in furthering our goal of creating safe and accessible paths of travel for pedestrians and students. This goal is also included in a City document called the Vision 2025 Plan.

6. What are the project's expected outcomes? How are the outcomes assessed?

The outcomes include decreasing the probability of pedestrian accidents at this location.

7. What National Objective does your program meet?

The Rectangular Rapid Flashing Beacon improvement meets the following National Objective:

- 1. The project is in a low-income area that utilizes the local schools.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

The proposal supports the action plan by providing residents a safe route to school.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure? **N/A**

b. Will this project affect an historically significant (or potentially historic) structure? **N/A**

2. Archeological:

a. Will this project involve any ground disturbance?

The project will cause minimal ground disturbance as required to install the Rectangular Rapid Flashing Beacons.

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

3. Water:

- a. Does this project involve a sewer or water system?

No existing sewer or water systems will be disturbed as part of this project.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

- a. Number of persons served annually:

The project is in the CDBG qualifying census tract 9. Referring to the 2010 census the project will possibly benefit approximately 9,612 low to moderate income residents in the surrounding in the surrounding area.

- b. Service Area:

Number of City residents served annually:

Approximately 9,612 residents in the surrounding area would be benefit from the installation Rectangular Rapid Flashing Beacon (RRFB).

Number of persons with disabilities or seniors served:

The project would provide a safe route to school that in some cases may include seniors or persons with disabilities.

2. How will the proposed project prevent or eliminate slums or blight?

N/A

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

Over the past few years the City has worked with the Madera Unified District (MUSD) in addressing pedestrian safety improvements. The engineering department received a request from MUSD to install a pedestrian crossing at the proposed location for a safe route to school.

2. Note complaints that have been received, etc.

The MUSD has received several expressions of concern from parents regarding students' safety while crossing Sunset Avenue. There is currently a crosswalk at the proposed location, adding Rectangular Rapid Flashing Beacons would reduce potential pedestrian accident.

3. Evidence of collaboration with other agencies within the community.
See attached letter of support.

Please see the eligible CDBG Census Tract map below.

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

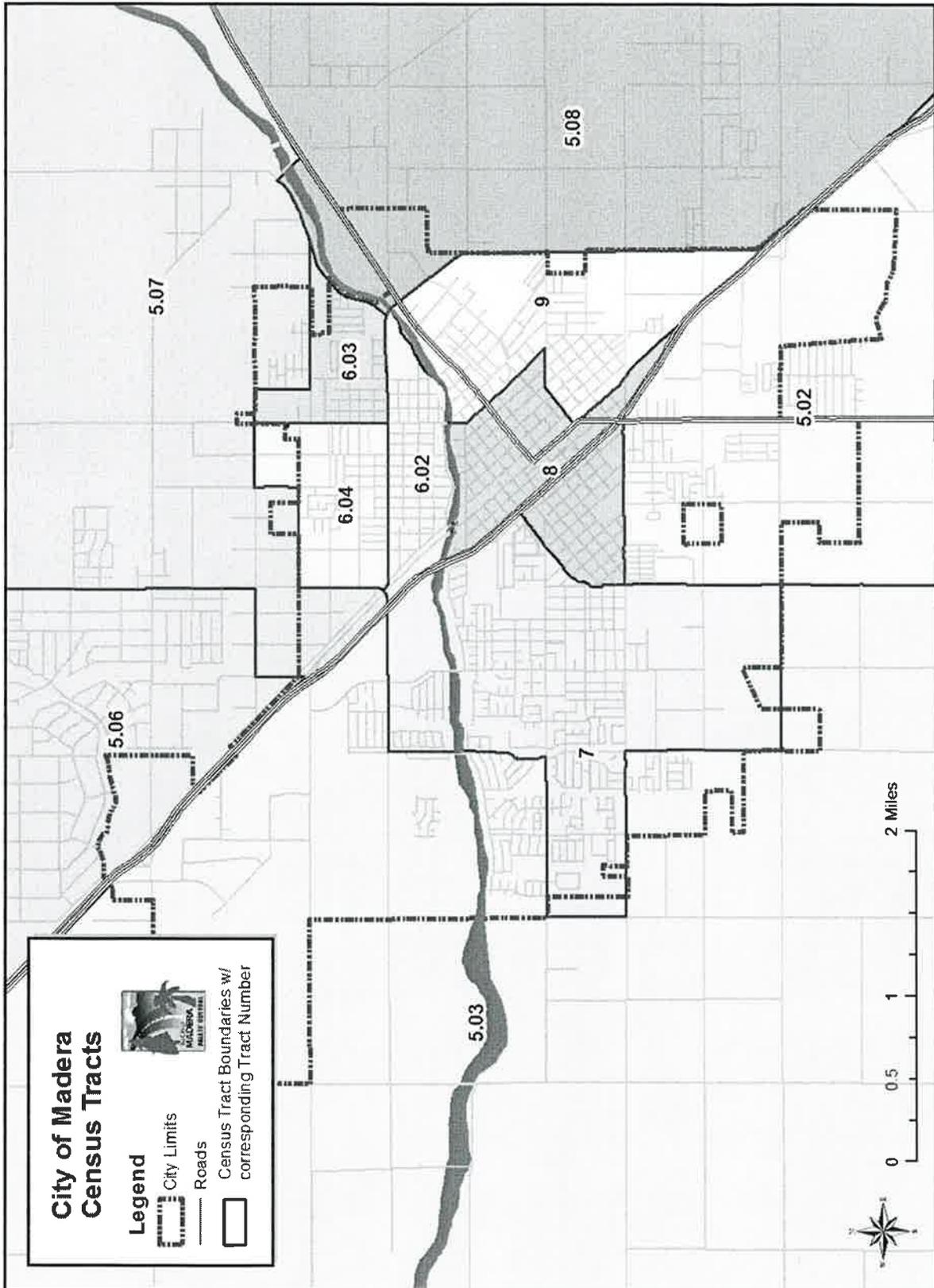
City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com





**CDBG PROJECT SCHEDULE FOR
INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON AT
SUNRISE AVE AND LILY STREET**

Item of Work	Date
Awarded CDBG Funds	July 2018
Begin Design of Project	August 2018 – October 2018
Advertise for Construction	November 2018 – December 2018
Construction Period 30 Day	January 2019 – February 2019
Finalize Project	March 2019 – April 2019

MADERA UNIFIED SCHOOL DISTRICT
1902 Howard Road, Madera, California 93637
(559) 675-4500

FAX: (559) 675-1186
www.madera.k12.ca.us



Exhibit A

Board of Trustees:

Al Galvez, President, Ed McIntyre, Clerk

Trustees:

Ricardo Arredondo; Brent Fernandes,
Philip Huerta; Ruben Mendoza; Ray G. Seibert

Superintendent:

Todd Lile

April 12, 2018

Keith Helmuth
City of Madera - Engineering Division
205 West Fourth Street
Madera, CA 93637

Subject: Installation of rectangular rapid flashing beacons by Sunrise Avenue and Lilly Street crosswalk/intersection

Dear Mr. Helmuth,

Madera Unified School District supports the City of Madera's grant application to install new rectangular rapid flashing beacons by Sunrise Avenue and Lilly Street intersection, just north of Virginia Lee Rose Elementary School. The District has received numerous parent requests whose children attend Rose Elementary School, for added safety measures for their students who walk to and from the school. Adding flashing beacons to this area would bring more visibility to the existing crosswalk that the City of Madera allowed Madera Unified to install. As you know, most of the students that attend Virginia Lee Rose live east and northeast of the school, and have to cross Sunrise at Lilly to get to the school. Therefore, the flashing beacons would bring more attention to this intersection and allow for a safer route for our students who walk to and from Virginia Lee Rose Elementary School every day.

We hope you will give this application your full consideration.

Sincerely,

A handwritten signature in blue ink that reads "Rosalind Cox".

Rosalind Cox
Director of Facilities Planning & Construction Management

Eva Ceja
956 Drysdale Way
Madera, CA 93638
(559) 871-7764
Leceja9@gmail.com

April 12, 2018

City of Madera Engineering Division
205 West Fourth Street
Madera, CA 93637

To whom it may concern,

The community supports the City of Madera's grant application to install new Rectangular Rapid Flashing Beacon by Lily and Sunrise Avenue. There is currently no stop light or stop sign and there is heavy foot traffic of school children crossing between Virginia Lee Rose Elementary and Martin Luther King Middle School. Adding a flashing beacon would heighten awareness from moving vehicles to reduce speed and be more cautious of crossing school children and pedestrians.

We hope you will give this application your full consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Eva Ceja'.

Eva Ceja
MUSD Parent Advisory Committee Member

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

NAME OF ORGANIZATION: City of Madera Engineering Department
205 W. Fourth Street
Madera, CA 93637

PROJECT TITLE: Rectangular Rapid Flash Beacon/Sunrise & Lily

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

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

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

5. Female Head of Household: _____ -

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,500	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

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

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

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

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jerojas@cityofmadera.com

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” or “Negro” 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 B

1	A	B	C	D	E	F
2	INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON AT SUNRISE AVE AND LILY STREET					
3						
4						
5	Item	Description	Unit of Measure	Approx. Quantity	Unit Price (\$)	Total Amount
6	1	Mobilization, Bonds, Insurance & Permits (not to exceed \$3,000)	LS	1	\$3,000.00	\$3,000.00
7	2	Traffic Control, Signage and Detours	LS	1	\$3,000.00	\$3,000.00
8	3	Clearing & Grubbing, Demolition, Removal & Disposal	LS	1	\$2,000.00	\$2,000.00
9	4	Water Pollution Control Plan(WPCP/Dust Control)	LS	1	\$1,000.00	\$1,000.00
10	5	Installation of Solar Powered Wireless RFFB System, Signs and Push Button Assembly	EA	2	\$1,500.00	\$3,000.00
11	6	Rectangular Rapid Flashing Beacon (RRFB)	EA	2	\$5,000.00	\$10,000.00
12	7	Miscellaneous (Not to Exceed \$5,000)	LS	1	\$1,000.00	\$1,000.00
13						
14	Bid Items Total					\$23,000.00
15	Construction Contingency 10%					\$2,300.00
16	Construction Management and Inspection 10%					\$2,300.00
17	PS & E 10%					\$2,300.00
18	Environmental Study					\$2,100.00
19	Project Total Cost					\$32,000.00
20	CDBG Funds					\$32,000.00
21						
22		June 12, 2018				
23						
24						

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.

EXHIBIT C

- 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.

Exhibit C

Page 2 of 3

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT K
CITY OF MADERA
ENGINEERING DEPARTMENT
PEDESTRIAN SAFETY IMPROVEMENTS AT
STADIUM ROAD AND GARY STREET
PUBLIC IMPROVEMENTS/CAPITAL PROJECTS
AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Engineering Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a project to install a HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street is eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate pedestrian and traffic safety and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to install a HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street is consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under

this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed \$140,000 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR 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 CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR 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.

22. **Insurance Requirements for Contractors**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

Contractor 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 forms CG 20 10 and CG 20 37 to provide 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 Contractor 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. Contractor 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.

Maintenance of Coverage

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than

the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor 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

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

Additional Insurance

Contractor 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.

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:

**THE CITY OF MADERA
ENGINEERING DEPARTMENT:**

By: _____
Andrew J. Medellin, Mayor

By: _____
Keith Helmuth, City Engineer

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

RECEIVED
4/13/18

9:40 a.m.

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019

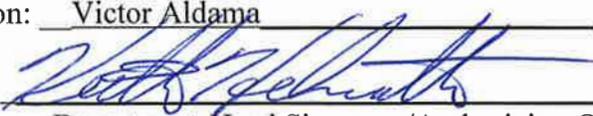
DATE SUBMITTED: 4/12/18

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

Address: 205 W. Fourth Street Madera, CA

Contact Person: Victor Aldama Phone: (559) 661-5418

Concurrence: 
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

The proposed project involves the Installation of a Hawk Pedestrian Signal at intersection of Stadium Road and Gary Street. Please see attached location map.

2. Need (Explain why project is needed.):

Stadium road currently consists of two lane roadway, but is planned for a four lane roadway in the future. The road already includes two lanes southbound south of this location. Four lane roadways are inherently less safe than two lane roadways when it comes to crosswalks. Currently, the crosswalk at Stadium Road and Gary Street is experiencing heavy traffic volumes from multiple schools between Pecan and Olive with similar schedules exceeding 200 pedestrians in the morning and similar pedestrian traffic volume in the afternoon. The crosswalk location will require a more enhanced form of protection than what a lesser form of protection such as Rectangular Flashing Beacons might provide because of the factors discussed previously. The proposed Hawk Pedestrian Signal represents the next level of pedestrian control and is believed to be the most appropriate measure for pedestrian safety at this location.

3. Estimated cost of project and source of estimate (if available): \$ 154,550.00

The engineer's estimate including the breakdown of costs for construction management and inspection is attached.

CDBG Fund: \$140,000.00

Local Transportation Fund: \$14,550.00

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Project is expected to only use CDBG fund up to a limit of \$140,000. The City Engineering Department proposes any additional cost be covered by our Local Transportation Funding. This represents a minimal and standard match for the City which can be secured at a later date.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year?
Give starting date for activity.

Upon approval of CDBG funds, the City will immediately begin preparing a Request for proposal for the design of the Hawk Signal on August 2018. The project will be outsourced to a design consultant for completion of the plans and specifications, due to the standard procedures for a design contract with a qualified consultant. The project will not meet the period of performance of 1 year. Please see the attached Schedule.

5. What measureable goals will your program deliver?

The project will help in furthering our goal of creating safe and accessible paths of travel for pedestrians and students. This goal is also included in a City document called the Vision 2025 Plan.

6. What are the project's expected outcomes? How are the outcomes assessed?

The outcomes include decreasing the probability of pedestrian accidents at this location.

7. What National Objective does your program meet?

The proposed Hawk Signal Installation meets the following National Objective:

- 1. The project is in a low-income area that utilizes the local schools.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

The proposal supports the action plan by providing residents a safe route to school.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure? **N/A**

b. Will this project affect an historically significant (or potentially historic) structure? **N/A**

2. Archeological:

a. Will this project involve any ground disturbance?

The project will cause minimal ground disturbance as required to install the Hawk Signal.

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

N/A

3. Water:

a. Does this project involve a sewer or water system?

No existing sewer or water systems will be disturbed as part of this project.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

a. Number of persons served annually:

The project is in the CDBG qualifying census tract 9. Referring to the 2010 census the project will possibly benefit approximately 10,473 low to moderate income residents in the surrounding in the surrounding area.

b. Service Area:

Number of City residents served annually:

Approximately 10,473 residents in the surrounding area would be benefit from the installation the Hawk Signal.

Number of persons with disabilities or seniors served:

The project would provide a safe route to school that in some cases may include seniors or persons with disabilities.

2. How will the proposed project prevent or eliminate slums or blight?

N/A

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

Over the past few years the City has worked with the Madera Unified District (MUSD) in addressing pedestrian safety improvements. The engineering department has shared the information written in Section B Question 2 of this application form to inform MUSD the importance of the installation of the Hawk Signal and the benefits that it would provide for the pedestrians. The MUSD has agreed to provide a letter of support for the Installation Hawk Signal at the intersection of Stadium Road and Gary Street.

2. Note complaints that have been received, etc.
N/A
3. Evidence of collaboration with other agencies within the community.
See attached letter of support.

Please see the eligible CDBG Census Tract map below.

RETURN AN ORIGINAL AND TWO COPIES TO:

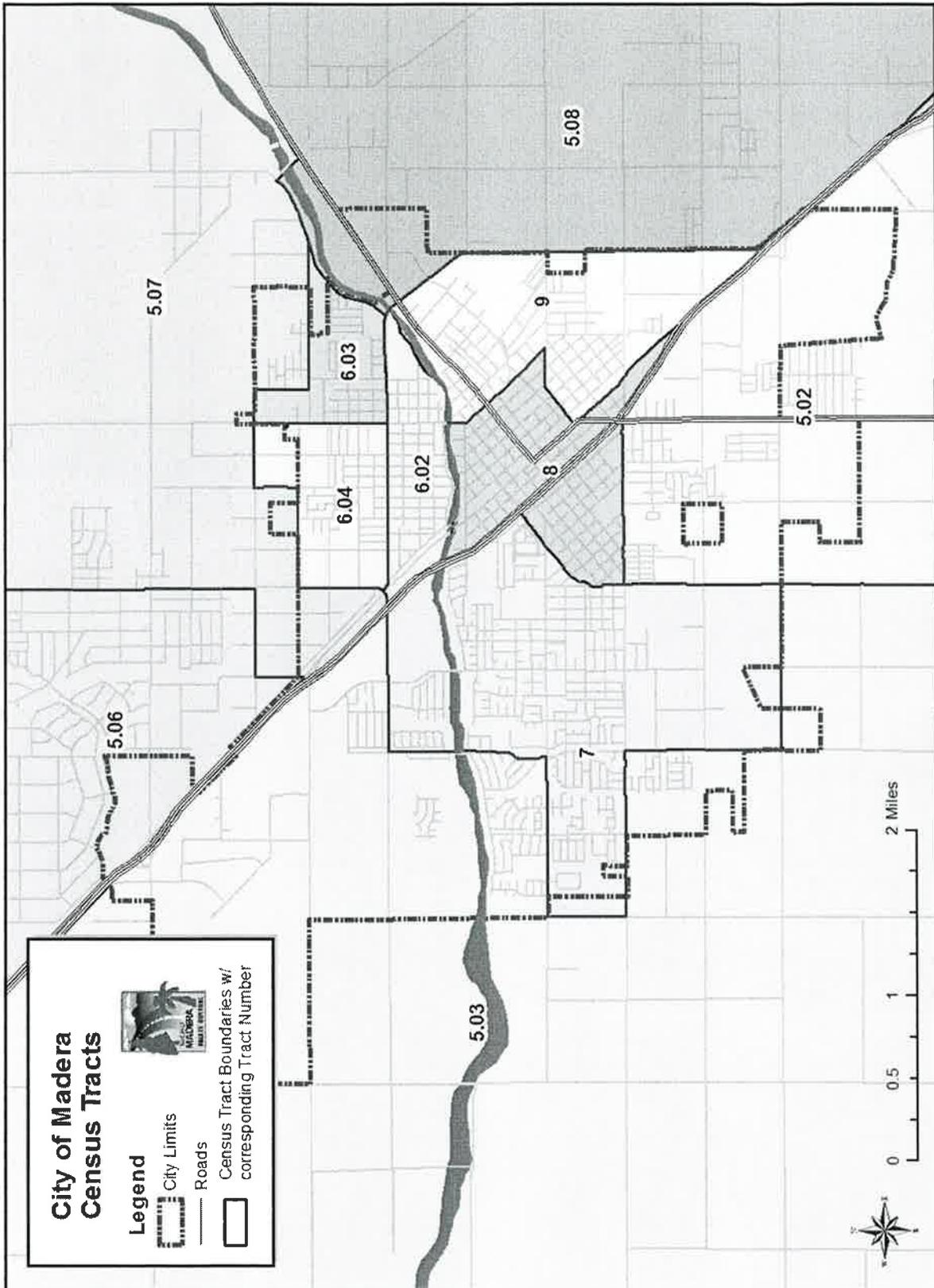
City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

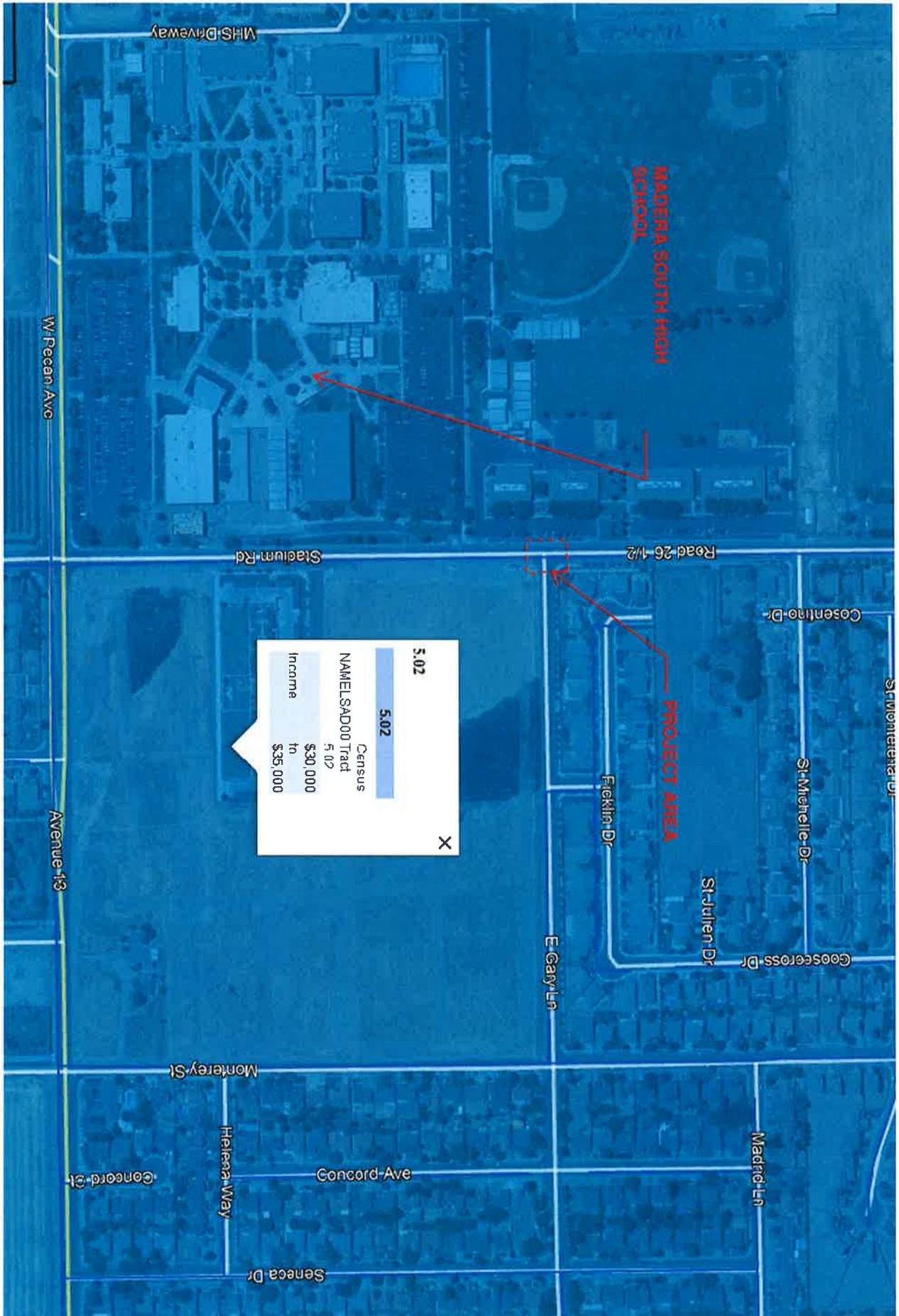
DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com





**CDBG PROJECT SCHEDULE FOR
INSTALLATION OF HAWK PEDESTRIAN SIGNAL AT INTERSECTION
OF STADIUM ROAD AND GARY STREET**

Item of Work	Date
Awarded CDBG Funds	July 2018
Request for Proposal/Selection of Consultant	July 2018 — September 2018
Council Approval for Design Contract Agreement	October 2018 — November 2018
Award of Design Consultant / Issue Notice to Proceed	November 2018
PS&E 100% Design	December 2018 — March 2019
Advertise for Bids	April 2019 — May 2019
Council Approval for Contractor Construction Agreement	June 2019 — July 2019
Equipment Delivery (90 Calendar Days)	September 2019 — December 2019
Construction (45 Calendar Days)	January 2020 — February 2020
Project Close Out	March 2020 — April 2020

MADERA UNIFIED SCHOOL DISTRICT
1902 Howard Road, Madera, California 93637
(559) 675-4500

FAX: (559) 675-1186
www.madera.k12.ca.us



Board of Trustees:
Al Galvez, President, Ed McIntyre, Clerk

Trustees:
Ricardo Arredondo; Brent Fernandes,
Philip Huerta; Ruben Mendoza; Ray G. Seibert
Superintendent:
Todd Lile

April 13, 2018

Keith Helmuth
City of Madera - Engineering Division
205 West Fourth Street
Madera, CA 93637

Subject: Installation of Hawk Signal at intersection of Stadium Road and Gary Lane

Dear Mr. Helmuth,

Madera Unified School District supports the City of Madera's grant application to install a new Hawk signal at the intersection of Stadium Road and Gary Lane. This intersection experiences hundreds of pedestrians on a daily basis from Alpha Elementary School and Madera South High School. The District has been working with the City over the years in trying to make this area safer for students to walk/bike to and from those schools every day. The sidewalk improvements and in-pavement lighted crosswalk that the City has installed have definitely helped that area. But knowing that the City of Madera plans to make Stadium Road into a four lane roadway in the future, the District feels that a more enhanced form of protection is needed. Therefore, the District fully supports the installation of a Hawk signal at the intersection of Stadium Road and Gary Lane, as it represents the next level of pedestrian control and is believed to be the most appropriate next measure of pedestrian safety.

We hope you will give this application your full consideration.

Sincerely,

A handwritten signature in blue ink that reads "Rosalind Cox".

Rosalind Cox
Director of Facilities Planning & Construction Management

**CITY OF MADERA
Quarterly Activity Report**

Contract Period: July 1, 2018 to June 30, 2019

NAME OF ORGANIZATION: City of Madera Engineering Department
205 W. Fourth Street
Madera, CA 93637

PROJECT TITLE: Stadium Rd. and E. Gary Lane
Pedestrian Signal

QUARTER AND YEAR OF REPORT: _____, 20__

- I. Describe the current status of activity.

- II. Describe activities to be undertaken in the next reporting period.

- III. Describe problems and/or delays encountered and course of action taken.

- IV. What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2019?

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

**Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com**

REPORT PREPARED BY: _____

Date: _____

	A	B	C	D	E	F
1		INSTALLATION OF HAWK SIGNAL AT INTERSECTION OF STADIUM ROAD AND GARY STREET				
2						
3						
4						
5	Item	Description	Unit of Measure	Approx. Quantity	Unit Price (\$)	Total Amount
6	1	Mobilization, Bonds, Insurance & Permits (not to exceed \$3,000)	LS	1	\$5,000.00	\$5,000.00
7	2	Traffic Control, Signage and Detours	LS	1	\$15,000.00	\$15,000.00
8	3	Clearing & Grubbing, Demolition, Removal & Disposal	LS	1	\$2,000.00	\$2,000.00
9	4	Water Pollution Control Plan(WPCP/Dust Control)	LS	1	\$1,000.00	\$1,000.00
10	5	Point of Service Connection	LS	1	\$5,000.00	\$5,000.00
11	6	Installation for Hawk Signal Assembly Including Push Buttons	LS	1	\$80,000.00	\$80,000.00
12	7	Miscellaneous (Not to Exceed \$5,000)	LS	1	\$5,000.00	\$5,000.00
13						
14					Bid Items Total	\$113,000.00
15					Construction Contingency 10%	\$11,300.00
16					Construction Management and Inspection 10%	\$11,300.00
17					PS & E 15%	\$16,950.00
18					Environmental Study	\$2,000.00
19					Project Total Cost	\$154,550.00
20					CDBG Funds Requested	\$140,000.00
21					Local Transportation Fund Match	\$14,550.00
22		April 12,2018				
23						
24						

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.

EXHIBIT C

- 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.

Exhibit C

Page 2 of 3

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT L
HOUSING AUTHORITY OF THE
CITY OF MADERA
TEMPORARY HOUSING FOR HOMELESS FAMILIES AT
POMONA RANCH PHASE II
PUBLIC IMPROVEMENTS/CAPITAL PROJECTS
AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the Housing Authority of the City of Madera, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a project to upgrade the six additional units at the Pomona Ranch Housing Center with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season during the colder winter months, to fund salary and benefits for a Case Manager, services and supplies, insurance, consultation, equipment rentals, HVAC installation, transportation and contingencies is eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to upgrade six additional units at the Pomona Ranch Housing Center with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season during the colder winter months, to fund salary and benefits for a Case Manager, services and supplies, insurance, consultation, equipment rentals, HVAC installation, transportation and contingencies is consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed \$185,000 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

The CONTRACTOR 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 CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to

the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR 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.

22. Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

Contractor 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 forms CG 20 10 and CG 20 37 to provide 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 Contractor 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. Contractor 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.

Maintenance of Coverage

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor 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

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

Additional Insurance

Contractor 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.

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:

THE HOUSING AUTHORITY OF THE CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

By: _____
Linda M. Shaw, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____



Housing Authority of the City of Madera



Community Development Block Grant Application 2018-2019

Submitted by Linda Marie Shaw, Executive Director

HACM is dedicated to serving our community by providing quality housing, resources, capital improvements and other sustaining services that will improve the lives of families.

RECEIVED
4/13/18

10-25

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019

DATE SUBMITTED: 4/12/2018

A. GENERAL INFORMATION

1. *Name of Department/Organization:* Housing Authority of the City of Madera (HACM)

Address: 205 N G St, Madera, CA 93637

Contact Person: Linda Shaw *Phone:* (559) 674-5695

Concurrence: Linda M. Shaw
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. *Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):*

Proposed program: Expansion of Temporary Housing for Homeless Families at Pomona Ranch Housing Center

This proposal intends to build upon the success of the Temporary Housing for Homeless Families at Pomona Ranch Housing Center program [“the program”], which was generously funded by the City’s CDBG allocation in 2017. As the number of homeless individuals in Madera continues to grow, the demand for the program is above its current capacity. HACM is requesting funds to expand the program in order to house 10 additional families with children at Pomona Ranch Housing Center for a period of 6 months, and provide all resident families with a continuum of care and job training intended to place them on a path to long-term housing and employment.

The program provides approximately six months of free housing to homeless families with children under the age of 18. Adults and older teens in the program are provided with free job training and financial management courses that enable them to obtain and maintain steady employment with the goal of becoming financially self-sufficient and able to sign a one-year residential lease once the program expires. Job training and placement assistance is a key part of what makes the program successful, as it allows families to become self-sufficient after the program ends. The program also has connections to local banks, who provide free financial education training via the CAPMC program, ensuring that residents are able to manage their own finances and budgets once they leave the program. Additionally, HACM will continue to assist Pomona Ranch families in working with the Department of Social Services to receive assistance for housing-related down payments and other financial obligations. Two

members of the Madera City Council will continue to provide oversight to this project.

The program's first year was 100% successful: all six families with children housed at Pomona Ranch in Winter/Spring 2017 were able to find long-term rental housing. Three of the families rented apartments within Madera city limits.

Two major costs are involved in expanding the Pomona Ranch program for homeless families: installing additional HVAC units to make 10 apartments hospitable for families during the cold winter months, and the hiring of a Case Manager to ensure that all residents' needs and issues are resolved. The Case Manager will act as a liaison to the Housing the Homeless Committee, as well as perform all intake, mid-period, and exit assessments. The Case Manager will also be responsible for all program and benefit referrals for Pomona Ranch families.

The Pomona Ranch Housing Center is a 50-unit subsidized residential complex for migrant farm workers, which sits empty between approximately November and March of each year at taxpayer expense. Because of the City's decision to fund the program in 2017 HACM has upgraded ten residential units with air conditioning and heating units in order to provide temporary residences and a continuum of care for homeless families with children. The opportunity to re-purpose Pomona Ranch during its 'off-season' was initially proposed by Linda Shaw at HACM and supported by 2016 data provided the Madera Rescue Mission.

The Pomona Ranch Housing Center is a gated 50-unit complex, with 10 two-bedroom, 30 three-bedroom, and 10 four-bedroom units. All units have 1 bathroom. In the spring/summer/fall months, rent is paid by migrant workers on a daily basis and all utilities are included. Each unit has a stove, refrigerator, 1 folding table, 6 folding chairs, and 2 beds per bedroom. The center has a playground, soccer field, volleyball court, and 2 basketball courts. The center has an on-site laundry facility with coin operated machines and a daycare facility run and operated by the Madera County Community Action Partnership.

2. *Need (Explain why project is needed.):*

The number of homeless individuals in Madera County has increased by 3.45% since 2016, according to the Community Action Partnership of Madera County's recent Community Needs Assessment dated June 2017. The study identified 271 homeless individuals in Madera County. Through this proposal, HACM aims to reduce the number of homeless adults and youth living on the streets.

Because most of the County's homeless individuals are unsheltered, this program creates new temporary living spaces for homeless families while putting them on the path towards long-term employment and housing.

3. *Estimated cost of project and source of estimate (if available):*

Total request amount: \$197,000.

Project budget details:

Case manager salary - \$32,000
Case manager benefits - \$10,000
Services and supplies - \$3,000
Insurance - \$15,000
Consultation - \$2,000
Equipment rentals - \$10,000
Contracts for HVAC installation - \$95,000
Transportation - \$5,000
Contingency - \$15,000
TOTAL: \$197,000

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

There are currently no other sources of funds to implement this project.

4. *Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.*

If funding is approved by the City of Madera, families will be able to move in the first week of January 2019, and will leave by May 2019. Yes, our program will meet our stated goals in one year – all family heads will find/maintain employment and/or long-term housing by the time they finish the program.

5. *What measureable goals will your program deliver?*

The success of the program will be measured using the following goals:

1. The number of homeless families who choose to participate in the program.
2. The number of homeless families who find long-term housing (one-year lease or longer) after their stay at Pomona Ranch.
3. The number of homeless adults who find/keep long-term employment during or after their stay at Pomona Ranch.
4. The number of school-age children who enroll and attend school during and after their stay at Pomona Ranch.
5. The number of resident adults who learn financial management skills.
6. The number of residents seeking assistance for behavioral health issues.

6. *What are the project's expected outcomes? How are the outcomes assessed?*

All adults will find/maintain long-term employment and all families will find long-term housing once the program has ended. These outcomes will be tracked via phone calls and in-person meetings with the Case Manager.

7. *What National Objective does your program meet?*

This program meets the following CDBG National Objective: L/M Income Limited Clientele.

8. *How does your proposal support the Vision Plan Madera 2025 Action Plan?*

The proposal supports two aspects of the VPM2025 Action Plan: "Effective Government" and "Well-planned neighborhoods and Housing". As per the Action Plan, this proposal aims to use the city's CDBG allocation to address low-income housing issues, while also empowering homeless individuals with families to maintain employment and eventually pay rent or a mortgage on long-term housing in the City.

C. ENVIRONMENTAL IMPACTS:

1. *Historical:*

a. *How old is the affected structure? 1963.*

b. *Will this project affect an historically significant (or potentially historic) structure? No.*

2. *Archeological:*

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

b. *If so, how deep will excavation be and what is the volume of earth to be moved? No.*

3. *Water:*

a. *Does this project involve a sewer or water system? No.*

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

Primarily benefits low and moderate-income persons.

a. *Number of persons served annually:* 26 people -- 17 children and 8 adults -- were served last year. With this proposed expansion, HACM aims to serve a total of 60 people next year.

b. *Service Area:* Madera/Chowchilla/Fresno

Number of City residents served annually: 60

Number of persons with disabilities or seniors served: 15%

2. *How will the proposed project prevent or eliminate slums or blight?*

This proposal will re-locate homeless families living in public areas and/or overnight shelters and place them in short-term housing while providing a continuum of care and job skills training that will support their efforts to find long-term employment and residency.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

In 2016, under the direction of Linda Shaw, HACM formed an ad hoc Housing the Homeless committee comprised of representatives from local agencies and organizations that have pledged to provide a continuum of care for homeless families at Pomona Ranch. The committee meets on a weekly or monthly basis, depending on pending business. The committee is currently comprised of:

- Linda M. Shaw, ED, Housing Authority City of Madera
- Charles Rigby, Chairperson, HACM Board of Commissioners
- William Oliver, Vice-Chairperson, HACM Board of Commissioners
- Elizabeth Wisener, Community Svc. Program Mgr. – CAPMC
- Mattie Mendez, ED, CAPMC
- Ana Ibanez, CAPMC
- Dennis Koch, ED, Madera County Behavioral Health
- Miguel Gonzalez, Program Mgr., Dept. Social Services
- Maria Chapa, Employment & Training Supervisor, Dept. Social Services
- Van Do-Reynoso, Public Health Director, Madera County Public Health
- Ryan McWherter, Executive Director, Madera Food Bank
- Gino Chiramonte, Madera Police Dept.
- Daniel Foss, Madera Police Dept.
- Dale Hudak, Hope House
- Blaine Dove, Hope House

Alfonso Lopez, Director, HOPE House
Jody Ketcheside, Turning Point
Anthony Duhon, Madera County
Julie Morgan, Assistant Director, Madera County Behavioral Health
Lizette Contreras, Director of Community Development
Alicia Gonzales, Executive Administrative Assistant
Martha Ramirez, Housing Services Manager

2. *Note complaints that have been received, etc.*

No complaints have been received.

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

Please see the attached letters of support from various agencies related to this proposal, as well as copies of Housing the Homeless committee meeting agendas. Copies of letters were also e-mailed to Mr. Rojas.

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

April 13, 2018, 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

HOUSING THE HOMELESS

Thursday, March 23, 2017
8:30 AM
Successor Agency
428 E. Yosemite Avenue

Agenda

- I. **Welcome – Linda M. Shaw, Executive Director – HACM**
- II. **Introduction of Guest Speaker – Charles Rigby, Chairman - HACM**
- III. **Jordan Gustafson, Business Development Mgr.- Bitwise Industries**
 - a. Fresno/Madera Continuum Care – CRM System
- IV. **Dennis Koch, Director - Madera Co. Behavioral Health**
 - a. No Place Like Home Grant
- V. **Elizabeth Wisener – Community Svcs. Program Manager – CAPMC**

MADERA'S HOMELESS & HOMELESS ASSISTANCE PROJECTS

- a. Update on Homeless Point in Time
- b. Madera County Homeless Assistance Projects
- c. Review Madera's Homeless Registry from VISPDATS

COORDINATED ACCESS SYSTEM

- a. Coordinated Entry Webinar – March 2017
- b. Draft of new Vulnerability Index Service Prioritization Decision Assistance Tool (VISPDAT) from FMCOC

POTENTIAL FUNDING OPPORTUNITIES

- a. Grants for the Benefit of Homeless Persons
- b. AB 74 Housing for a Healthy California: Reducing Medi-Cal Costs and Health Disparities

- VI. **Linda M. Shaw, Executive Director – HACM**
 - a. Community Land Trust
- VII. **Open Discussion – Charles Rigby, Chairman - HACM**

HOUSING THE HOMELESS

Friday, April 21, 2017
8:30 AM
Successor Agency
428 E. Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. CDBG Award for Pomona Project – Linda Shaw, Executive Director**
- III. Implementation Plan– Charles Rigby, HACM Chairman**
 - a. Target Population
 1. Size
 2. Eligibility
 - b. Service Delivery
 1. Current Provision
 2. Anticipated Provisions
 3. Level of Services – Will Oliver
 4. Types of Services
 5. What services can participants bring to the project
 - c. Transportation (what's available) – Will Oliver, HACM Chairman
 - d. Additional challenges and opportunities

HOUSING THE HOMELESS

Friday, June 02, 2017

9:00 AM

Pomona Ranch

11777 Woodward Way – Madera, CA

Agenda

- I. Welcome/Introductions – Will Oliver, HACM Vice-Chairman**
- II. Implementation Plan – Will Oliver, HACM Vice-Chairman**
- III. Pomona Ranch Tour – Linda Shaw**
- IV. Target Population**
- V. Number to Serve**
- VI. Service Delivery**
 - a. Current Provision
 - b. Anticipated Provisions
 - c. Level of Services – Will Oliver
 - d. Types of Services
 - e. What services can participants bring to the project
- VII. Additional Challenges and Opportunities**

HOUSING THE HOMELESS

Monday, July 10, 2017
9:00 AM
Successor Agency
428 E. Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Service Delivery - Committee**
 - a. Current Provision
 - b. Anticipated Provisions
 - c. Level of Services – Will Oliver
 - d. Types of Services – Linda Shaw
 - e. What services can participants bring to the project
- III. Additional Challenges and Opportunities**

HOUSING THE HOMELESS

Thursday, August 10, 2017
9:00 AM
Successor Agency
428 E. Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Workshop – A Day in the Life a Program Participant**
- III. Prepare to Implement**
 - a. Signing Agreement w/OMS
 - b. Issue RFP for work
 - c. Begin Screening Applicants
 - d. Set up Offices w/Auxiliary Agencies
- IV. Additional Challenges and Opportunities**

HOUSING THE HOMELESS

Thursday, September 07, 2017
9:00 AM
Successor Agency
428 E. Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Implementation**
 - a. Case Studies - Attachment A
 - b. Overall Goals
 - c. Transition
 - d. Exit Strategy
 - e. Resource Calendar - Attachment B
- III. Additional Challenges and Opportunities**

HOUSING THE HOMELESS

Wednesday, October 04, 2017
8:00 AM
Pomona Ranch
11777 Woodward Way, Unit #49

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Implementation**
 - a. Service Animals Follow - Up
 - b. Meeting with Potential Landlords
 - c. OMS Agreement
 - d. Social Programming for Residents
 - e. Continued Discussion on Exit Strategy
- III. Additional Challenges and Opportunities**

HOUSING THE HOMELESS

Wednesday, October 11, 2017
8:00 AM
John Wells Center
701 E. 5th Street, Madera

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Implementation**
 - a. Intake
 - b. Exit Strategy
 - c. Potential Candidates
 - d. Lease Agreements
 - e. Landlords
- III. Additional Challenges and Opportunities**

HOUSING THE HOMELESS

Wednesday, October 18, 2017

9:00 AM

Camarena Health Corporate Building
730 North I Street, Suite 202

Agenda

- I. **Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. **Implementation**
 - a. Exit Strategy
 - b. Hope House Agreements
 - c. Lease Agreements
 - d. Landlords
- III. **Additional Challenges and Opportunities**

Housing the Homeless

Intake

Wednesday, October 18, 2017 @ 10:00 AM
Camarena Health Corporate Building
730 North I Street, Suite 202

Agenda

- I. Screening Process
- II. Identification
- III. Agency Referrals
- IV. Interagency Release
- V. Lease
- VI. Additional Challenges and Opportunities

HOUSING THE HOMELESS

Wednesday, October 25, 2017

2:30PM

Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman
- II. Implementation
 - a. Agency Referrals
 - b. Update on Intake Meetings
 - Security
 - Lease Agreements
 - Other
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Wednesday, November 01, 2017
9:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Implementation**
 - a. Referrals
 - b. Application
 - c. Lease Agreements
 - d. Resource Fair
- III. Additional Challenges and Opportunities**

POMONA RANCH PROJECT

Wednesday, November 08, 2017
9:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman
- II. Implementation
 - a. Referrals
 - b. Application Update
 - c. Intake
 - d. Ribbon Cutting
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Monday, December 04, 2017
9:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman
- II. Implementation
 - a. Tenant Update
 - b. Referrals
 - c. Intake
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Wednesday, December 13, 2017
9:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Chairman**
- II. Implementation**
 - a. Tenant Update
 - b. Delivery of Services
 - c. Ribbon Cutting Ceremony – December 12, 2017
- III. Additional Challenges and Opportunities**

POMONA RANCH PROJECT

Wednesday, January 17, 2018
9:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions -- Charles Rigby, HACM Chairman
- II. Implementation
 - a. Tenant Update
 - b. Delivery of Services
- III. Additional Challenges and Opportunities

POMONA RANCH PROJECT

Wednesday, February 07, 2018
10:00AM
Camarena Health Corporate Office
730 N. I Street, Suite 202

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Commissioner**
- II. Implementation**
 - a. Tenant Update
 - b. Exit Strategy
 - c. CDBG Grant
- III. Additional Challenges and Opportunities**
 - a. Outreach – Notice/Postings Homeless Encampment

POMONA RANCH PROJECT

Wednesday, February 21, 2018
9:00AM
800 East Yosemite Avenue

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Commissioner**
- II. Implementation**
 - a. Tenant Updates
 - b. Discharge Planning Meetings – 2/23/18
 - c. CDBG Grant
- III. Additional Challenges and Opportunities**

POMONA RANCH PROJECT

Wednesday, March 07, 2018
9:00AM
Camarena Health Board Room

Agenda

- I. Welcome/Introductions – Charles Rigby, HACM Commissioner**
- II. Implementation**
 - a. Tenant Updates
 - b. Discharge Planning Meetings
- III. Additional Challenges and Opportunities**

POMONA RANCH PROJECT

Wednesday, March 21, 2018
9:00AM
Camarena Health Board Room

Agenda

- I. **Welcome/Introductions – Charles Rigby, HACM Commissioner**
- II. **Implementation**
 - a. Tenant Updates
- III. **Additional Challenges and Opportunities**

POMONA RANCH PROJECT

Wednesday, April 04, 2018
9:00AM
800 E. Yosemite Avenue

Agenda

- I. **Welcome/Introductions – Charles Rigby, HACM Commissioner**
- II. **Implementation**
 - a. Tenant Updates/Move-Outs
 - b. CDBG Funding
- III. **Additional Challenges and Opportunities**



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 W. FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 662-6040 / FAX (559) 673-3302 / TDD (559) 675-8970

**ROBERT L. POYTHRESS
SUPERVISOR, DISTRICT 3**

April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

RE: Pomona Ranch and Housing the Homeless

Dear Mr. Rojas,

I am aware of the funding request submitted by the Housing Authority of the City of Madera, asking you consideration of an application to house homeless families at Pomona Ranch. I fully support this project and ask that you give the Housing Authority an opportunity to address the serious homeless problem facing our community.

As former Mayor of Madera, I have experienced the issues caused by the lack of affordable housing. The Housing Authority of the City of Madera has been in the business of providing shelter to those who need it and is in a position to provide continuous shelter in an effort to solve this problem, especially during winter months.

Please give this application your fullest consideration and help the Housing Authority provide affordable housing to those who need it. The 2017 program was successful, with all of the participants finding long term residences. Please allow the Housing Authority of the City of Madera to further develop this project.

Sincerely,

Robert Poythress
Madera County Supervisor



MADERA POLICE DEPARTMENT

Dino Lawson
Chief Of Police

April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

RE: Pomona Ranch and Housing the Homeless

Dear Mr. Rojas,

We are aware of the funding request submitted by the Housing Authority of the City of Madera, asking you consideration of an application to house homeless families at Pomona Ranch. We fully support this project and ask that you give the Housing Authority an opportunity to address the serious homeless problem facing our community.

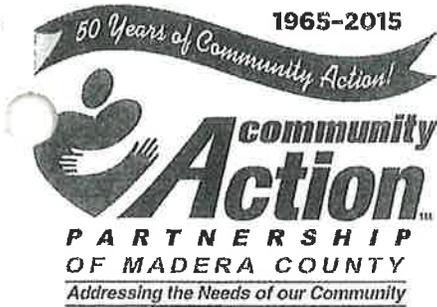
We all know what it's like to need affordable and safe housing. The Housing Authority of the City of Madera has been in the business of providing shelter to those who need it and is in a position to provide continuous shelter in an effort to solve this problem, especially during winter months.

Please give this application your fullest consideration and help the Housing Authority provide affordable housing to those who need it. The 2017 program was successful, with all of the participants finding long term residences. Please allow the Housing Authority of the City of Madera to further develop this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Dino Lawson".

Dino Lawson
Chief of Police
City of Madera



April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

RE: Pomona Ranch and Housing the Homeless

Dear Mr. Rojas,

We are aware of the funding request submitted by the Housing Authority of the City of Madera, asking you consideration of an application to house homeless families at Pomona Ranch. We fully support this project and ask that you give the Housing Authority an opportunity to address the serious homeless problem facing our community.

We all know what it's like to need affordable and safe housing. The Housing Authority of the City of Madera has been in the business of providing shelter to those who need it and is in a position to provide continuous shelter in an effort to solve this problem, especially during winter months.

Please give this application your fullest consideration and help the Housing Authority provide affordable housing to those who need it. The 2017 program was successful, with all of the participants finding long term residences. Please allow the Housing Authority of the City of Madera to further develop this project.

Sincerely,

Mattie Mendez
Executive Director

Cc: Madera City Council
Housing Authority City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director



**MADERA COUNTY
BEHAVIORAL HEALTH SERVICES**

209 E. 7th Street / Madera, CA 93638

DENNIS P. KOCH, MPA
DIRECTOR OF BEHAVIORAL HEALTH SERVICES
MENTAL HEALTH DIRECTOR
• ALCOHOL/DRUG PROGRAM ADMINISTRATOR

P.O. BOX 1288
MADERA, CA 93639-1288
PHONE (559) 673-3508 TTY (800) 735-2922
CONFIDENTIAL FAX (559) 661-2818

April 9, 2018
Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

RE: Pomona Ranch and Housing the Homeless

Dear Mr. Rojas,

We are aware of the funding request submitted by the Housing Authority of the City of Madera, asking you consideration of an application to house homeless families at Pomona Ranch. We fully support this project and ask that you give the Housing Authority an opportunity to address the serious homeless problem facing our community.

We all know what it's like to need affordable and safe housing. The Housing Authority of the City of Madera has been in the business of providing shelter to those who need it and is in a position to provide continuous shelter in an effort to solve this problem, especially during winter months.

Please give this application your fullest consideration and help the Housing Authority provide affordable housing to those who need it. The 2017 program was successful, with all of the participants finding long term residences. Please allow the Housing Authority of the City of Madera to further develop this project.

Sincerely,

Julie Morgan LCSW
Assistant Director
Madera County Behavioral Health

Cc: Madera City Council
Housing Authority City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director



225 S. Pine Street Madera, CA 93637
Office (559) 674-1482
Fax (559) 675-6771
Federal Tax ID #77-0513488

April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

RE: Pomona Ranch and Housing the Homeless

Dear Mr. Rojas,

We are aware of the funding request submitted by the Housing Authority of the City of Madera, asking you consideration of an application to house homeless families at Pomona Ranch. We fully support this project and ask that you give the Housing Authority an opportunity to address the serious homeless problem facing our community.

We all know what it's like to need affordable and safe housing. The Housing Authority of the City of Madera has been in the business of providing shelter to those who need it and is in a position to provide continuous shelter in an effort to solve this problem, especially during winter months.

Please give this application your fullest consideration and help the Housing Authority provide affordable housing to those who need it. The 2017 program was successful, with all of the participants finding long term residences. Please allow the Housing Authority of the City of Madera to further develop this project.

Sincerely,

A handwritten signature in black ink, appearing to read "L. M. Shaw".

Cc: Madera City Council
Housing Authority City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director

CAMARENA  **HEALTH**

We are community. We are family. We are health

April 12, 2018

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

RE: Pomona Ranch and Housing the Homeless

Dear Mr. Rojas,

We are aware of the funding request submitted by the Housing Authority of the City of Madera, asking you consideration of an application to house homeless families at Pomona Ranch. We fully support this project and ask that you give the Housing Authority an opportunity to address the serious homeless problem facing our community.

We all know what it's like to need affordable and safe housing. The Housing Authority of the City of Madera has been in the business of providing shelter to those who need it and is in a position to provide continuous shelter in an effort to solve this problem, especially during winter months.

Please give this application your fullest consideration and help the Housing Authority provide affordable housing to those who need it. The 2017 program was successful, with all of the participants finding long term residences. Please allow the Housing Authority of the City of Madera to further develop this project.

Sincerely,



Paulo A. Soares, MHA
Chief Executive Officer

Cc: Madera City Council
Housing Authority City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2018 to June 30, 2019

NAME OF ORGANIZATION: **Housing Authority of the City of Madera**
205 N. G Street
Madera, CA 93637

PROJECT TITLE: **Expansion of Temporary Housing for Homeless Families at Pomona Ranch Housing Center Phase II**

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

I. CLIENT INFORMATION:

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

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

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

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

Reason(s) services were denied: _____

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

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

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,500	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

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

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

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

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

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” or “Negro” 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 B

INCOME SOURCE	AMOUNT	
CITY	\$185,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$185,000	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	32,000
BENEFITS	0150	10,000
SERVICES & SUPPLIES		3,000
INSURANCE	0200	15,000
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	2,000
OFFICE EXPENSE	0350	6,500
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	10,000
UTILITIES	0500	6,500
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	\$95,000
TRANSPORTATION	0700	5,000
FUND RAISING	0750	
TOTAL		\$185,000

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

EXHIBIT C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

ATTACHMENT M
CITY OF MADERA
PUBLIC WORKS DEPARTMENT
MILLVIEW COMMUNITY CENTER
NEW ROOF
PUBLIC IMPROVEMENTS/CAPITAL PROJECTS
AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Public Works Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, 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; and

WHEREAS, the Madera City Council has determined a project to replace the Millview Community Center's roof is eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to replace the Millview Community Center's roof consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR 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 CONTRACTOR 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 the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and

incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed \$130,000 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Community Development Block Grant funds.

Program Income

CONTRACTOR 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 contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances 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.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR 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 CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR 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.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR 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.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR 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 CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR 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 CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR 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 CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR 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 CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR 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 time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR 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 as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR 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 CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

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

10. 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 CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

The CONTRACTOR 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 CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, 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. CONTRACTOR shall comply with requirements set forth in Exhibit D, 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 CONTRACTOR 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 or disability status 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 CONTRACTOR 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 CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'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 CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices 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.

13. 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.

14. Administration

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

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR 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 CONTRACTOR shall participate in evaluation of the program.

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

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

16. 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.

17. Reversion of Assets

The CONTRACTOR 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 CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR 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.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'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 CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. 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.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR 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.

22. Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

Contractor 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 forms CG 20 10 and CG 20 37 to provide 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 Contractor 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. Contractor 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.

Maintenance of Coverage

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor 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

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

Additional Insurance

Contractor 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.

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:

THE CITY OF MADERA PUBLIC WORKS DEPARTMENT:

By: _____
Andrew J. Medellin, Mayor

By: _____
John Scarborough, Interim Public Works Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

RECEIVED
4/13/18
2:30 PM

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2018/2019**

DATE SUBMITTED: 4/13/2018

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera Public Works Dept.

Address: 1030 South Gateway Drive, Madera, California 93637

Contact Person: John Scarborough Phone: 559-661-5466

Concurrence: _____
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

The proposed project is the replacement of the roof at the Millview Community Center (MCC) located at 1901 Clinton Street. The City of Madera Facilities Maintenance Team describes the roof as having failed, and they strongly recommend replacement. See Attachment "A" - Photos

2. Need (Explain why project is needed.):

The existing roof is in very poor condition as numerous buckles have begun to form in the system. This buckling, along with the frequent need for temporary emergency repair, are the main reasons for the need to replace rather than restore the roof. The buckles in the roof system are formed by movement on the roof deck and weak or inflexible membranes which cannot hold up to this type of strain for long periods of time. The buckles have begun to break open causing major damage to the building and its interior. Many roof patches have been performed over the last several years, and the City Facilities Maintenance Division states that repairing the roof is no longer an adequate option. The maintenance and integrity of the structure is critical in order to assure the continuous and safe operation of the facility.

3. Estimated cost of project and source of estimate (if available):

\$95,000 – Internal Engineer’s Estimate/Recent bid results

Please identify other sources of funds to implement this project:

None

4. Timetable (assuming final approval next July 1). Give starting date for activity.
Time needed to complete activity:

RFP Bid Period:	October, 2018
Award of Bid:	January, 2019
Project Completed:	June, 2019

C. ENVIRONMENTAL IMPACTS:

1. Historical:

- a. How old is the affected structure?
40 Years
- b. Will this project affect a historically significant (or potentially historic) structure?
No

2. Archeological:

- a. Will this project involve any ground disturbance?
No
- b. If so, how deep will excavation be and what is the volume of earth to be moved?
N/A

3. Water:

- a. Does this project involve a sewer or water system?
No

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

- a. Number of persons served annually:
Approximately 1,500 recreation program participants utilize the facility annually. In addition, the Madera Unified School District leases an adjacent school facility which houses its continuation program. Approximately fifty school students utilize the MCC daily for lunch and programmatic activities. The majority of these students are from low income or disadvantaged households.

2. Service Area:

City & County of Madera residents who are primarily low and moderate-income.

Number of City residents served annually:
3,000 or more individuals

Number of persons with disabilities or seniors served:
Approximately 200

3. How will the proposed project prevent or eliminate slums or blight?

Several Vision Madera 2025 Strategies focus on the importance of creating safe community facilities that promote; health, wellness, fellowship, life-long learning and leisure. The MCC Community Center is one of those places. Deteriorating infrastructure at a critical piece of the community's inventory sends a message to the neighboring residents about the community's commitment to health and wellness. The failing roof is sure to accelerate additional infrastructure issues, furthering the blight of the neighborhood adjacent to the community center.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. Include documentation of support for the proposal such as meeting minutes, letters and petitions.
2. Note complaints that have been received, etc.
 - Workers complain of a leaky roof and saturated ceiling tiles
 - Workers have complained about the hazard created by a wet floor from rain water coming through the ceiling
 - Program participants have been periodically displaced during periods of inclement weather
3. Evidence of collaboration with other agencies within the community.
 - Madera Unified School District-MUSD

**RETURN AN ORIGINAL AND
TWO COPIES TO:**

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

April 13, 2018 5:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager -- Grants

Attachment A



Attachment A



Attachment A



Exhibit B

INCOME SOURCE	AMOUNT	
CITY	\$130,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$130,000	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	\$130,000
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		\$130,000

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

- 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.

Exhibit C

- 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.

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/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

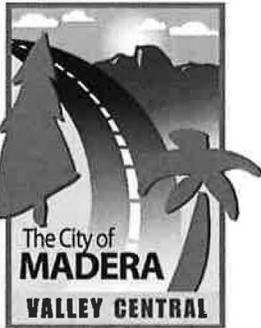
Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity 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
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

REPORT TO CITY COUNCIL



Council Meeting of June 20, 2018

Agenda Item Number C-3

Approved by:

Wendy Cole
Department Director

Steve Frayser
City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Police Officers' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a Side Letter Agreement between the City of Madera (City) and the Madera Police Officers' Association (MPOA) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and MPOA entered into a Memorandum of Understanding (MOU) effective August 5, 2015 through June 30, 2018. The City and MPOA are currently in negotiations for a successor MOU.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2018. The new plan providers have offered lower premiums than the City's existing plan. While negotiations on the successor MOU are ongoing, the health plan changes have a finite date of July 1, 2018. The City has proposed to contribute towards employee health in an amount equal to the new reduced premium for the health plans. MPOA has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution beginning July 1, 2018 until a successor MOU is reached by the parties.

FISCAL IMPACT

City-wide, the change in the health premium rates for the 2018-19 plan year will decrease by approximately \$225,180. This amount is estimated based on current enrollment. The proposed Side Letter Agreement will allow the City to capture this reduction in plan premium effective July 1, 2018 when the new premiums take effect for employees represented by MPOA.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND
THE MADERA POLICE OFFICERS' ASSOCIATION RELATED TO HEALTH BENEFITS
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, City staff and the Madera Police Officers' Association (MPOA) representatives entered into a Memorandum of Understanding (MOU) effective August 5, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, while the City and MPOA are in the process of negotiating a successor MOU, the City's new health plan year will begin July 1, 2018 and the parties desire to enter into a Side Letter Agreement regarding the City's contribution to health benefits effective July 1, 2018; and

WHEREAS, in accordance with the Meyers Miliias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit; and

WHEREAS, a Side Letter Agreement has been prepared that modifies the appropriate article of the MOU relative to health benefits and such Side Letter Agreement is acceptable to all parties.

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

1. The above recitals are true and correct.
2. The Side Letter Agreement between the City and the Madera Police Officers' Association is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
3. The City Administrator is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
MADERA POLICE OFFICERS' ASSOCIATION**

The parties have conferred, and do hereby agree that Article 24 – Health Insurance of the Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association is amended to read as follows:

Article 24 - Health Insurance

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such waiver of coverage does not increase the premium charged by the carriers.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Effective July 1, 2017, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The City reserves the right to determine health plan carriers and will seek input from the bargaining units regarding the plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However the Association agrees that the City may change the plan design when such action can be taken for the benefit of all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2019 or until a successor Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association is fully executed by both parties, whichever occurs first.



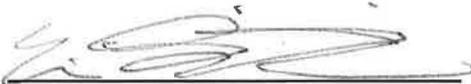
Josiah Arnold, MPOA President

Steve Frazier, City Administrator

6-12-18

Date

Date

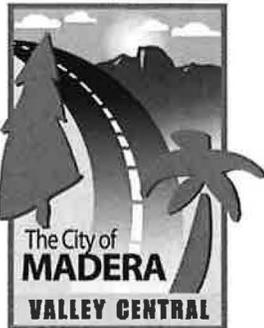


Eric LiCalsi, MPOA Legal Counsel

6/12/18

Date

REPORT TO CITY COUNCIL



Council Meeting of June 20, 2018

Agenda Item Number C-4

Approved by:

Wandy Silva
Department Director

Steve Franzen
City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid-Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a Side Letter Agreement between the City of Madera (City) and the Law Enforcement Mid-Management Group (LEMM) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and LEMM entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018. The City and LEMM are currently in negotiations for a successor MOU.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2018. The new plan providers have offered lower premiums than the City's existing plan. While negotiations on the successor MOU are ongoing, the health plan changes have a finite date of July 1, 2018. The City has proposed to contribute towards employee health in an amount equal to the new reduced premium for the health plans. LEMM has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution beginning July 1, 2018 until a successor MOU is reached by the parties.

FISCAL IMPACT

City-wide, the change in the health premium rates for the 2018-19 plan year will decrease by approximately \$225,180. This amount is estimated based on current enrollment. The proposed Side Letter Agreement will allow the City to capture this reduction in plan premium effective July 1, 2018 when the new premiums take effect for employees represented by LEMM.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND
THE LAW ENFORCEMENT MID-MANAGEMENT GROUP RELATED TO HEALTH BENEFITS
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, City staff and the Law Enforcement Mid-Management Group (LEMM) representatives entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, while the City and LEMM are in the process of negotiating a successor MOU, the City's new health plan year will begin July 1, 2018 and the parties desire to enter into a Side Letter Agreement regarding the City's contribution to health benefits effective July 1, 2018; and

WHEREAS, in accordance with the Meyers Miliias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The above recitals are true and correct.
2. The Side Letter Agreement between the City and the Law Enforcement Mid-Management Group is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
3. The City Administrator is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
LAW ENFORCEMENT MID-MANAGEMENT GROUP**

The parties have conferred, and do hereby agree that Article 17 – Insurance Benefits of the Memorandum of Understanding between the City of Madera and the Law Enforcement Mid-Management Group is amended to read as follows:

ARTICLE 17 – INSURANCE BENEFITS

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such a waiver of coverage does not increase the premium charged by the carriers. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Effective July 1, 2017, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However this group agrees to the City proposal to change the plan design, as presented, when such action can be taken for all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2019 or until a successor Memorandum of Understanding between

the City of Madera and the Law Enforcement Mid-Management Group is fully executed by both parties, whichever occurs first.



Brian Esteves, LEMM President

Steve Frazier, City Administrator

6/12/18
Date

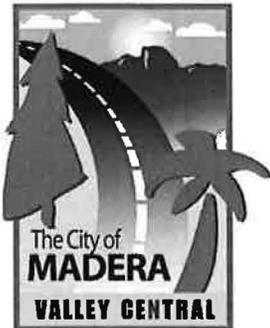
Date



Eric LiCalsi, LEMM Legal Counsel

6/12/18
Date

REPORT TO CITY COUNCIL



Council Meeting of June 20, 2018

Agenda Item Number C-5

Approved by:

Wendy Silva
Department Director

Steve Boyler
City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a Side Letter Agreement between the City of Madera (City) and the Mid-Management Employee Group (MM) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and MM entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018. The City and MM are currently in negotiations for a successor MOU.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2018. The new plan providers have offered lower premiums than the City's existing plan. While negotiations on the successor MOU are ongoing, the health plan changes have a finite date of July 1, 2018. The City has proposed to contribute towards employee health in an amount equal to the new reduced premium for the health plans. MM has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution beginning July 1, 2018 until a successor MOU is reached by the parties.

FISCAL IMPACT

City-wide, the change in the health premium rates for the 2018-19 plan year will decrease by approximately \$225,180. This amount is estimated based on current enrollment. The proposed Side Letter Agreement will allow the City to capture this reduction in plan premium effective July 1, 2018 when the new premiums take effect for employees represented by MM.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND
THE MID-MANAGEMENT EMPLOYEE GROUP RELATED TO HEALTH BENEFITS
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, City staff and the Mid-Management Employee Group (MM) representatives entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, while the City and MM are in the process of negotiating a successor MOU, the City's new health plan year will begin July 1, 2018 and the parties desire to enter into a Side Letter Agreement regarding the City's contribution to health benefits effective July 1, 2018; and

WHEREAS, in accordance with the Meyers Miliias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The above recitals are true and correct.
2. The Side Letter Agreement between the City and the Mid-Management Employee Group is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
3. The City Administrator is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
MID-MANAGEMENT EMPLOYEE GROUP**

The parties have conferred, and do hereby agree that Article 18 – Insurance Benefits of the Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group is amended to read as follows:

Article 18 - Insurance Benefits

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each of 24 pay periods per calendar year provided an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits if they provide evidence of other coverage. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Effective July 1, 2017, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of \$15,000 for which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2019 or until a successor Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group is fully executed by both parties, whichever occurs first.

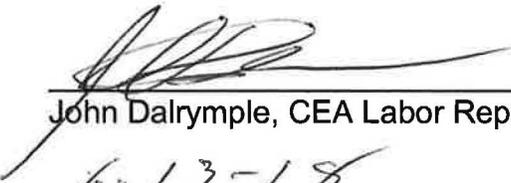

Eric Battles, MM Group President

Steve Frazier, City Administrator

6/13/18

Date

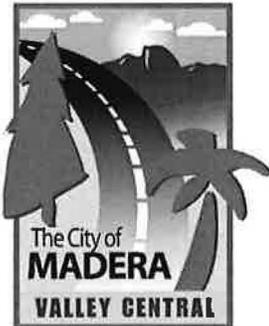
Date


John Dalrymple, CEA Labor Representative

6-13-18

Date

REPORT TO CITY COUNCIL



Council Meeting of June 20, 2018

Agenda Item Number C-6

Approved by:

Wendy Silva
Department Director

Steve Frazee
City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Affiliated City Employees' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a Side Letter Agreement between the City of Madera (City) and the Madera Affiliated City Employees' Association (MACEA) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and General Bargaining Unit Representatives from Operating Engineers Local Union No. 3 entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018. Since that time, MACEA has become the exclusive representative for the General Bargaining Unit. The City and MACEA are currently in negotiations for a successor MOU.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2018. The new plan providers have offered lower premiums than the City's existing plan. While negotiations on the successor MOU are ongoing, the health plan changes have a finite date of July 1, 2018. The City has proposed to contribute towards employee health in an amount equal to the new reduced premium for the health plans. MACEA has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution beginning July 1, 2018 until a successor MOU is reached by the parties.

FISCAL IMPACT

City-wide, the change in the health premium rates for the 2018-19 plan year will decrease by approximately \$225,180. This amount is estimated based on current enrollment. The proposed Side Letter Agreement will allow the City to capture this reduction in plan premium effective July 1, 2018 when the new premiums take effect for employees represented by MACEA.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND
THE MADERA AFFILIATED CITY EMPLOYEES' ASSOCIATION RELATED TO HEALTH
BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, City staff and General Bargaining Unit representative Operating Engineers' Local Union No. 3 entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, since adoption of the MOU, Madera Affiliated City Employees' Association (MACEA) has been recognized as the exclusive representative of the General Bargaining Unit; and

WHEREAS, while the City and MACEA are in the process of negotiating a successor MOU, the City's new health plan year will begin July 1, 2018 and the parties desire to enter into a Side Letter Agreement regarding the City's contribution to health benefits effective July 1, 2018; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The above recitals are true and correct.
2. The Side Letter Agreement between the City and the Madera Affiliated City Employees' Association is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
3. The City Administrator is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

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

The parties have conferred, and do hereby agree that Article 26 – Health and Welfare of the Memorandum of Understanding between the City of Madera and Operating Engineers Local Union No. 3 is amended to read as follows:

Article 26 – Health and Welfare

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum, employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits provided they provide evidence of other coverage. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Effective July 1, 2017, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The cost above the monthly benefit dollars noted above will be solely borne by the employees.

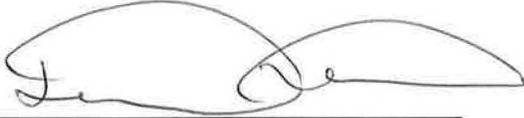
The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of \$15,000 coverage which includes accidental death and dismemberment (AD & D) coverage. Life insurance and AD&D coverage amounts are subject to age-based reductions as defined in the policy documents. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Retiree Health Coverage: The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense till age 65 or when eligible for Medicare, whichever

comes first. Retirees who exercise this option will pay a 2% administrative fee per month. Both retiree and dependent coverage are available under this program.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2019 or until a successor Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association is fully executed by both parties, whichever occurs first.



Dustin Pickett, MACEA President

Steve Frazier, City Administrator

6/14/18

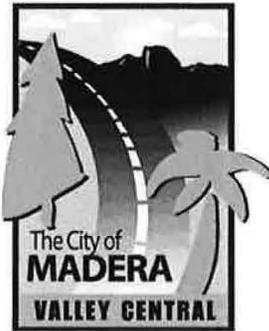
Date

Date

John Dalrymple, CEA Labor Representative

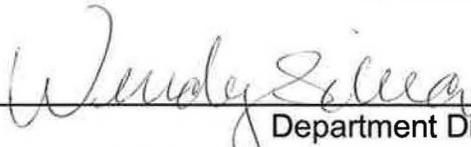
Date

Report to City Council

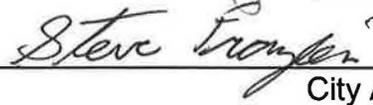


Council Meeting of June 20, 2018
Agenda Item Number C-7

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving Amendments to Employment Agreements with the Planning Manager, Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources

RECOMMENDATION

Staff recommends Council adopt the resolution amending employment agreements with department head staff and authorizing the City Administrator to sign the amendments.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

Announcement - *If approved, the proposed amendments to the listed At-Will Employment Agreements will modify the City's contribution to health benefits for the 2018-19 plan year, reducing the contribution to match the new plan premiums. For all agreements with termination dates of August 5, 2018 that required notice from the City of new contract provisions by May 5, 2018, the term of the agreements is being extended to allow the City time to receive and review the compensation study results. All proposed amendments with term extensions include openers that will allow the City Administrator the opportunity to negotiate the terms of the agreements as a result of the outcome of the compensation study without triggering severance provisions. The proposed amendment to the Chief of Police At-Will Employment Agreement includes a correction due to a clerical error and corrects the effective date of the salary provisions to the effective date of his appointment to Chief of Police.*

HISTORY

Department head employees have individual employment agreements that outline their respective terms and conditions of employment, including the City's contribution toward health insurance.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2018. The new providers are offering lower premiums than the prior plan year. Amendments to employment agreements for department head employees have been prepared which capture a reduction in the City's contribution to allow the City to capture the premium savings effective July 1, 2018.

All the department head agreements with the exception of the Grant Administrator, Chief of Police and Information Services Manager had existing terms that were scheduled to end August 5, 2018 and a requirement that the City provide notice to said employees no later than May 5, 2018 regarding any offer to renew, modify or not renew the agreements. Because the City is awaiting the information being gathered by consultant Koff & Associates in a compensation study as well as a subsequent report from Mr. Manfredi, the City Administrator is recommending the terms of the existing agreements be extended to allow for analysis and action on the outcome of the study/reports. Along with the term extensions for these agreements, the have openers that will allow the City Administrator to negotiate the provisions of the agreement based on the outcome of the Koff study without triggering any severance provisions. This language in the amendments is identical to the language in the recently adopted Chief of Police employment agreement.

Because the agreements with the Grant Administrator and the Information Services Manager and are not due for renewal until 2019 and 2020 respectively, the openers related to the Koff study are not included in the amendments as there is no offered term extension.

In preparing the amendments, it was found that there was a typographical error in the recently adopted Chief of Police Agreement. The agreement as adopted made Chief Lawson's appointment to the position effective May 26, 2018, however the salary section had a February effective date. This was not the intent of the parties. The proposed amendment to the Chief of Police employment agreement includes changing the effective date of the salary to the effective date of his employment, May 26, 2018.

FISCAL IMPACT

City-wide, the change in the health premium rates for the 2018-19 plan year will decrease by approximately \$225,180. This amount is estimated based on current enrollment. The proposed agreement amendments will allow the City to capture this reduction in plan premium effective July 1, 2018 when the new premiums take effect for department head employees.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

RESOLUTION No. _____

CONSIDERATION OF A RESOLUTION APPROVING AMENDMENTS TO EMPLOYMENT AGREEMENTS WITH THE PLANNING MANAGER, GRANT ADMINISTRATOR, DIRECTOR OF COMMUNITY DEVELOPMENT, CITY ENGINEER, DIRECTOR OF PARKS & COMMUNITY SERVICES, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, AND DIRECTOR OF HUMAN RESOURCES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENTS

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, Amendments have been prepared for the following At Will Employment Agreements:

- Planning Manager
- Grant Administrator
- Director of Community Development
- City Engineer
- Director of Parks & Community Services
- Chief of Police
- Chief Building Official
- Information Services Manager
- Director of Financial Services
- Director of Human Resources

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

1. The above recitals are true and correct.
2. The Amendments to the At Will Employment Agreements between the City and the individual currently employed with the City in each listed position, copies of which are on file with the City Clerk and referred to for more particulars, are approved.
3. The City Administrator is authorized to execute the Amendments with the Planning Manager, Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.
4. This resolution is effective immediately upon adoption.

**THIRD AMENDMENT TO THE
PLANNING MANAGER AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled PLANNING MANAGER AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Christopher Boyle, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, and amended June 15, 2016 and June 7, 2017, to contract with Employee to serve as Planning Manager of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 1. A. of the Agreement is amended to read as follows:

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal. Due to a desire to gather more information through the conducting of a compensation study by outside consultant Koff & Associates prior to the Employer making an offer to extend, renew, or otherwise not renew this contract, the parties agree that the term of the contract is extended until no later than February 6, 2019. Employer will provide notice to the Employee on or before November 6, 2018 of its intent to offer to extend, renew or otherwise not renew this contract for an additional term.

Section 2. Section 2. of the Agreement is amended to add subsection C:

Section 2: TERMINATION AND SEVERANCE PAY

- C. Notwithstanding the above provisions, Employee and Employer acknowledge that compensation and fringe benefits of management positions are currently under review pending a study being performed by consultant Koff & Associates. Said study

may result in an adjustment to salary and/or fringe benefits for management positions. If any adjustments to salary and/or fringe benefits are proposed by Employer as a result of this study, the severance provisions of this agreement will not apply.

Section 3. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 4. Section 14. of the Agreement is amended to read as follows:

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except (1) to the degree of such reduction across-the-board for all Employees of the Employer, or (2) to the degree adjustments are made to salary or fringe benefits based on the compensation study being performed by Koff & Associates for management positions.

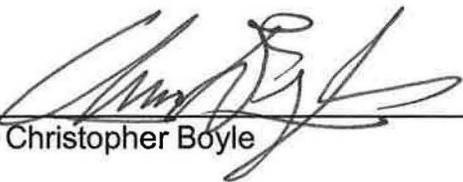
Section 5. All other provisions of the Agreement not inconsistent with this

Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: 
Christopher Boyle

By: _____
Steve Frazier, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

**THIRD AMENDMENT TO THE
GRANT ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled GRANT ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT dated April 20, 2016 and amended June 15, 2016 and June 7, 2017, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Evelyn Ivette Iraheta, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated April 20, 2016 and amended June 15, 2016 and June 7, 2017, to contract with Employee to serve as Grant Administrator of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this

Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: 
Evelyn Ivette Iraheta

By: _____
Steve Frazier, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

**THIRD AMENDMENT TO THE
DIRECTOR OF COMMUNITY DEVELOPMENT
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled DIRECTOR OF COMMUNITY DEVELOPMENT AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David Merchen, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, to contract with Employee to serve as Director of Community Development of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 1. A. of the Agreement is amended to read as follows:

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal. Due to a desire to gather more information through the conducting of a compensation study by outside consultant Koff & Associates prior to the Employer making an offer to extend, renew, or otherwise not renew this contract, the parties agree that the term of the contract is extended until no later than February 6, 2019. Employer will provide notice to the Employee on or before November 6, 2018 of its intent to offer to extend, renew or otherwise not renew this contract for an additional term.

Section 2. Section 2. of the Agreement is amended to add subsection C:

Section 2: TERMINATION AND SEVERANCE PAY

- C. Notwithstanding the above provisions, Employee and Employer acknowledge that compensation and fringe benefits of management positions are currently under review pending a study being performed by consultant Koff & Associates. Said study may result in an adjustment to salary and/or fringe benefits for management positions. If any adjustments to salary and/or fringe benefits are proposed by Employer as a result of this study, the severance provisions of this agreement will not apply.

Section 3. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 4. Section 14. of the Agreement is amended to read as follows:

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except (1) to the degree of such reduction across-the-board for all Employees of the Employer, or (2) to the degree adjustments are made to salary or fringe benefits based on the compensation study being performed by Koff & Associates for management positions.

Section 5. All other provisions of the Agreement not inconsistent with this

Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: 
David Merchen

By: _____
Steve Frazier, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

**THIRD AMENDMENT TO THE
CITY ENGINEER
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled CITY ENGINEER AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Keith Helmuth, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 and June 7, 2017 to contract with Employee to serve as City Engineer of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 1. A. of the Agreement is amended to read as follows:

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal. Due to a desire to gather more information through the conducting of a compensation study by outside consultant Koff & Associates prior to the Employer making an offer to extend, renew, or otherwise not renew this contract, the parties agree that the term of the contract is extended until no later than February 6, 2019. Employer will provide notice to the Employee on or before November 6, 2018 of its intent to offer to extend, renew or otherwise not renew this contract for an additional term.

Section 2. Section 2. of the Agreement is amended to add subsection C:

Section 2: TERMINATION AND SEVERANCE PAY

C. Notwithstanding the above provisions, Employee and Employer acknowledge that compensation and fringe benefits of management positions are currently under

review pending a study being performed by consultant Koff & Associates. Said study may result in an adjustment to salary and/or fringe benefits for management positions. If any adjustments to salary and/or fringe benefits are proposed by Employer as a result of this study, the severance provisions of this agreement will not apply.

Section 3. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 4. Section 14. of the Agreement is amended to read as follows:

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except (1) to the degree of such reduction across-the-board for all Employees of the Employer, or (2) to the degree adjustments are made to salary or fringe benefits based on the compensation study being performed by Koff & Associates for management positions.

Section 5. All other provisions of the Agreement not inconsistent with this

Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: 
Keith Helmuth

By: _____
Steve Frazier, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

**THIRD AMENDMENT TO THE
DIRECTOR OF PARKS & COMMUNITY SERVICES
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled DIRECTOR OF PARKS & COMMUNITY SERVICES AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Mary Anne Seay, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, to contract with Employee to serve as Director of Parks & Community Services ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 1. A. of the Agreement is amended to read as follows:

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal. Due to a desire to gather more information through the conducting of a compensation study by outside consultant Koff & Associates prior to the Employer making an offer to extend, renew, or otherwise not renew this contract, the parties agree that the term of the contract is extended until no later than February 6, 2019. Employer will provide notice to the Employee on or before November 6, 2018 of its intent to offer to extend, renew or otherwise not renew this contract for an additional term.

Section 2. Section 2. of the Agreement is amended to add subsection D:

Section 2: TERMINATION AND SEVERANCE PAY

- D. Notwithstanding the above provisions, Employee and Employer acknowledge that compensation and fringe benefits of management positions are currently under review pending a study being performed by consultant Koff & Associates. Said study may result in an adjustment to salary and/or fringe benefits for management positions. If any adjustments to salary and/or fringe benefits are proposed by Employer as a result of this study, the severance provisions of this agreement will not apply.

Section 3. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 4. Section 14. of the Agreement is amended to read as follows:

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except (1) to the degree of such reduction across-the-board for all Employees of the Employer, or (2) to the degree adjustments are made to salary or fringe benefits based on the compensation study being performed by Koff & Associates for management positions.

Section 5. All other provisions of the Agreement not inconsistent with this

Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:  _____
Mary Anne Seay

By: _____
Steve Frazier, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

**FIRST AMENDMENT TO THE
CHIEF OF POLICE
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled CHIEF OF POLICE AT-WILL EMPLOYMENT AGREEMENT dated May 16, 2018, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Charlie Dino Lawson, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated May 16, 2018, to contract with Employee to serve as Chief of Police ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 5. of the Agreement is amended to read as follows:

Section 5: SALARY

Employer agrees to pay the Chief of Police for his services rendered pursuant hereto a base salary of \$6,327.70 bi-weekly (City of Madera Salary Schedule Range 554, Step E), effective May 26, 2018, payable in installments at the same time as the majority of the Employer's employees. The Administrator may review and adjust said base salary in such amounts and to such extent as the Administrator determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution other Safety employees are making towards the CalPERS Employee Contribution. Because Employee already pays the full 9% Employee Contribution per Section 6.D. of the Agreement, Employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 3% of salary.

Section 2. Section 6.C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective as of July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 3. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: Charlie Dino Lawson By: _____
Charlie Dino Lawson Steve Frazier, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____ By: _____
Sonia Alvarez, City Clerk Brent Richardson, City Attorney

**THIRD AMENDMENT TO THE
CHIEF BUILDING OFFICIAL
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled CHIEF BUILDING OFFICIAL AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Steven Woodworth, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, to contract with Employee to serve as Chief Building Official ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 1. A. of the Agreement is amended to read as follows:

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal. Due to a desire to gather more information through the conducting of a compensation study by outside consultant Koff & Associates prior to the Employer making an offer to extend, renew, or otherwise not renew this contract, the parties agree that the term of the contract is extended until no later than February 6, 2019. Employer will provide notice to the Employee on or before November 6, 2018 of its intent to offer to extend, renew or otherwise not renew this contract for an additional term.

Section 2. Section 2. of the Agreement is amended to add subsection C:

Section 2: TERMINATION AND SEVERANCE PAY

- C. Notwithstanding the above provisions, Employee and Employer acknowledge that compensation and fringe benefits of management positions are currently under review pending a study being performed by consultant Koff & Associates. Said study may result in an adjustment to salary and/or fringe benefits for management positions. If any adjustments to salary and/or fringe benefits are proposed by Employer as a result of this study, the severance provisions of this agreement will not apply.

Section 3. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 4. Section 14. of the Agreement is amended to read as follows:

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except (1) to the degree of such reduction across-the-board for all Employees of the Employer, or (2) to the degree adjustments are made to salary or fringe benefits based on the compensation study being performed by Koff & Associates for management positions.

Section 5. All other provisions of the Agreement not inconsistent with this

Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: 
Steven Woodworth

By: _____
Steve Frazier, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

**SECOND AMENDMENT TO THE
INFORMATION SERVICES MANAGER
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled INFORMATION SERVICES MANAGER AT-WILL EMPLOYMENT AGREEMENT dated April 12, 2017 and amended June 7, 2017, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Mark Souders, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated April 12, 2017 and amended June 7, 2017, to contract with Employee to serve as Information Services Manager ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective the plan year beginning 7/1/2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: _____
Mark Souders

By: _____
Steve Frazier, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

**THIRD AMENDMENT TO THE
DIRECTOR OF FINANCIAL SERVICES
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled DIRECTOR OF FINANCIAL SERVICES AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Tim Przybyla, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, to contract with Employee to serve as Director of Financial Services ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 1. A. of the Agreement is amended to read as follows:

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal. Due to a desire to gather more information through the conducting of a compensation study by outside consultant Koff & Associates prior to the Employer making an offer to extend, renew, or otherwise not renew this contract, the parties agree that the term of the contract is extended until no later than February 6, 2019. Employer will provide notice to the Employee on or before November 6, 2018 of its intent to offer to extend, renew or otherwise not renew this contract for an additional term.

Section 2. Section 2. of the Agreement is amended to add subsection C:

Section 2: TERMINATION AND SEVERANCE PAY

- C. Notwithstanding the above provisions, Employee and Employer acknowledge that compensation and fringe benefits of management positions are currently under

review pending a study being performed by consultant Koff & Associates. Said study may result in an adjustment to salary and/or fringe benefits for management positions. If any adjustments to salary and/or fringe benefits are proposed by Employer as a result of this study, the severance provisions of this agreement will not apply.

Section 3. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 4. Section 14. of the Agreement is amended to read as follows:

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except (1) to the degree of such reduction across-the-board for all Employees of the Employer, or (2) to the degree adjustments are made to salary or fringe benefits based on the compensation study being performed by Koff & Associates for management positions.

Section 5. All other provisions of the Agreement not inconsistent with this

Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:  _____
Tim Przybyla

By: _____
Steve Frazier, City Administrator

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

**THIRD AMENDMENT TO THE
DIRECTOR OF HUMAN RESOURCES
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled DIRECTOR OF HUMAN RESOURCES AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Wendy Silva, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 and June 7, 2017, to contract with Employee to serve as Director of Human Resources ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 1. A. of the Agreement is amended to read as follows:

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on August 5, 2015. The Employer will provide written notice to the Employee on or before May 5, 2018 of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal. Due to a desire to gather more information through the conducting of a compensation study by outside consultant Koff & Associates prior to the Employer making an offer to extend, renew, or otherwise not renew this contract, the parties agree that the term of the contract is extended until no later than February 6, 2019. Employer will provide notice to the Employee on or before November 6, 2018 of its intent to offer to extend, renew or otherwise not renew this contract for an additional term.

Section 2. Section 2. of the Agreement is amended to add subsection C:

Section 2: TERMINATION AND SEVERANCE PAY

- C. Notwithstanding the above provisions, Employee and Employer acknowledge that compensation and fringe benefits of management positions are currently under

review pending a study being performed by consultant Koff & Associates. Said study may result in an adjustment to salary and/or fringe benefits for management positions. If any adjustments to salary and/or fringe benefits are proposed by Employer as a result of this study, the severance provisions of this agreement will not apply.

Section 3. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 4. Section 14. of the Agreement is amended to read as follows:

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except (1) to the degree of such reduction across-the-board for all Employees of the Employer, or (2) to the degree adjustments are made to salary or fringe benefits based on the compensation study being performed by Koff & Associates for management positions.

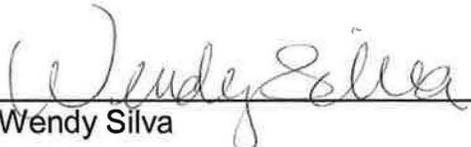
Section 5. All other provisions of the Agreement not inconsistent with this

Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: 
Wendy Silva

By: _____
Steve Frazier, City Administrator

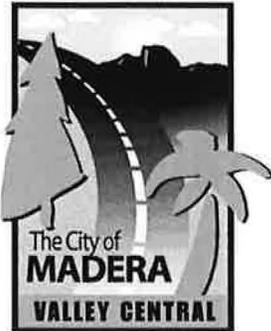
ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Report to City Council

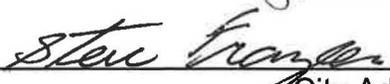


Council Meeting of June 20, 2018
Agenda Item Number C-8

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk and City Attorney

RECOMMENDATION

Staff recommends Council adopt the resolution amending employment agreements with executive staff and authorizing the Mayor to sign the amendments.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

Announcement - *If approved, the proposed amendments to the listed At-Will Employment Agreements will modify the City's contribution to health benefits for the 2018-19 plan year, reducing the contribution to match the new plan premiums.*

HISTORY

Department head employees have individual employment agreements that outline their respective terms and conditions of employment, including the City's contribution toward health insurance.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2018. The new providers are offering lower premiums than the prior plan year. Amendments to employment agreements for department head employees have been prepared which capture a reduction in the City's contribution to allow the City to capture the premium savings effective July 1, 2018.

FISCAL IMPACT

City-wide, the change in the health premium rates for the 2018-19 plan year will decrease by approximately \$225,180. This amount is estimated based on current

enrollment. The proposed agreement amendments will allow the City to capture this reduction in plan premium effective July 1, 2018 when the new premiums take effect for department head employees.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

RESOLUTION NO. _____

CONSIDERATION OF A RESOLUTION APPROVING AMENDMENTS REGARDING HEALTH BENEFITS TO EMPLOYMENT AGREEMENTS WITH THE CITY ADMINISTRATOR, CITY CLERK AND CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, Amendments have been prepared for the following At Will Employment Agreements:

- City Administrator
- City Clerk
- City Attorney

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

1. The above recitals are true and correct.
2. The Amendments to the At Will Employment Agreements between the City and the individual currently employed with the City in each listed position, copies of which are on file with the City Clerk and referred to for more particulars, are approved.
3. The Mayor is authorized to execute the Amendments with City Administrator, City Clerk and City Attorney.
4. This resolution is effective immediately upon adoption.

**FIRST AMENDMENT TO THE
LIMITED TERM CITY ADMINISTRATOR
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled LIMITED TERM CITY ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT dated March 7, 2018 by and between the City of Madera, a municipal corporation, hereinafter called "Employer" or "City," and Steve Frazier, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated March 7, 2018 to contract with Employee to serve as City Administrator while a recruitment for a new City Administrator is conducted ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: Steve Frazier
Steve Frazier

By: _____
Andrew J. Medellin, Mayor

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

**FOURTH AMENDMENT TO THE
CITY CLERK
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled CITY CLERK AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016; May 3, 2017; and June 7, 2017; by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Sonia Alvarez, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016; May 3, 2017; and June 7, 2017; to contract with Employee to serve as City Clerk ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: *Sonia Alvarez*
Sonia Alvarez

By: _____
Andrew J. Medellin, Mayor

ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Zelda Leon, Deputy City Clerk

By: _____
Brent Richardson, City Attorney

**FOURTH AMENDMENT TO THE
CITY ATTORNEY AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 20th day of June, 2018, amends the previous agreement entitled CITY ATTORNEY AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016; September 21, 2016; and June 7, 2017; by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Joel Brent Richardson, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016; September 21, 2016; and June 7, 2017; to contract with Employee to serve as City Attorney of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Effective July 1, 2018, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this

Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: 
Joel Brent Richardson

By: _____
Andrew J. Medellin, Mayor

ATTEST

By: _____
Sonia Alvarez, City Clerk

Report to City Council



Council Meeting of June 20, 2018

Agenda Item Number C-9

Approved by:


Department Director


City Administrator

Consideration of a Resolution Approving the City of Madera Expanded Public Safety Funding Policy

RECOMMENDATION

Staff recommends Council to adopt of the Resolution Approving the City of Madera Expanded Public Safety Funding Policy or provide direction for revisions to this draft Policy

HISTORY

The City of Madera does not have a policy in place for the commitment of General Fund revenues to Expanded Public Safety. To ensure that the City's funds are managed in a fiscally responsible manner and to demonstrate the City's commitment to Public Safety, staff has created a draft policy for Council's consideration for approval or revision.

SITUATION

In 2016, the City of Madera demonstrated its trust in the City Council and its commitment to Public Safety by passing Measure K with a vote of over 80% in favor of the Measure. The passage of that Measure brings an additional half-cent (0.5%) of Sales Tax into the General Fund. Several Council Members as well as citizens have expressed a desire for a spending policy as it relates to that 0.5% of sales tax. Acting on these requests, staff is bringing forward the "Expanded Public Safety Funding" policy. Staff believes the establishment of such a policy will help to stabilize the delivery of Public Safety services within the City of Madera during difficult times and ensure that funds are set aside for Public Safety expenditures. This is consistent with the promises made in the passage of Measure K, and in the best long-term interests of the City. Included in the policy is a requirement to dedicate an amount equal to the half-cent Measure K Sales & Use Tax revenue to Expanded Public Safety on an annual basis, half of those proceeds to be used for Police and half to be used for Fire services.

Any General Fund budget proposals that vary from the stipulations established within this policy shall require an action of the City Council prior to approval of any such General

Fund budget. The required action would include a commitment to continue tracking Measure K funds separately (with half to be used for Police and half to be used for Fire), an explanation of the extenuating circumstances, a plan to return the funding level within one fiscal year, and a plan to repay any funds "borrowed" from the Measure K Fund.

FISCAL IMPACT

Approval of this policy will not impact the City's revenues or expenditures in the current fiscal year. However, the adoption of this resolution approving the policy will help to ensure that the City's General Fund revenues are handled in a prudent fiscal manner that will ensure exceptional Expanded Public Safety services in the City of Madera are funded for many years to come.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AND ADOPTING THE CITY OF MADERA
EXPANDED PUBLIC SAFETY FUNDING POLICY**

WHEREAS, staff has identified the need to develop a responsible and reasonable policy for the City of Madera to ensure that an adequate level of funding is appropriated for Public Safety each fiscal year; and

WHEREAS, the minimum level of Expanded Public Safety funding shall be an amount equal to all revenues generated by the half-cent Sales & Use Tax in any given budget year; and

WHEREAS, the Expanded Public Safety funding shall be above and beyond the Police Administration, Fire and Animal Control budgets that are funded from Fund 1020; and

WHEREAS, an amount equal to the annual Measure K Sales Tax Revenue shall be used exclusively for Expanded Public Safety purposes; and

WHEREAS, any General Fund budget proposals that vary from the stipulations established within this policy shall require an action of the City Council prior to approval of any such General Fund budget.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA DOES HEREBY resolve, find and order as follows:

1. The above recitals are true and correct.
2. The City of Madera Expanded Public Safety Funding Policy is approved and adopted, a copy of which is on file in the office of the City Clerk.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.
4. The resolution is effective immediately upon adoption.

**CITY OF MADERA
EXPANDED PUBLIC SAFETY FUNDING POLICY**

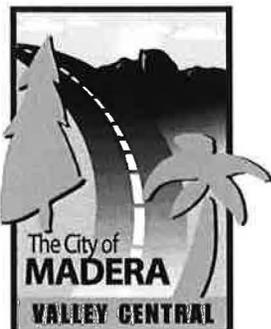
Established June 20, 2018

1. The City shall maintain a minimum funding level equal to the annual revenues generated by the half-cent Sales & Use Tax for public safety, which funding level shall be above and beyond the previously-existing Public Safety services that are funded by other General Fund sources, as follows:

Public Safety Funding. All revenues from Measure K are considered General Fund revenues, by nature. However, the City Council of the City of Madera has directed staff to track all Measure K revenues and expend an equal amount on Expanded Public Safety purposes, with half of the revenues going to Police and half going to Fire.

2. **Council Action Required.** An annual appropriation of an amount less than the projected revenue from the half-cent Sales & Use Tax is contrary to this policy. Any General Fund budget proposals that vary from the stipulations established within this policy shall require an action of the City Council prior to approval of any such General Fund budget. The Council action shall be accompanied by the following:
 - i. A statement of findings indicating that all Measure K revenues for the fiscal year of the proposed budget will continue to be monitored closely and an amount equal to the 0.5% Sales & Use Tax will be budgeted annually for Expanded Public Safety Funding, with half to be expended on Police and half to be expended on Fire services.
 - ii. An explanation of the extenuating circumstances that would require the Expanded Public Safety Funding level to drop below the half-cent Sales & Use Tax for the proposed fiscal year budget.
 - iii. A plan to return the funding level to the half-cent Sales & Use Tax amount within a reasonable time period, no longer than one fiscal year, when the budget appropriation causes Expanded Public Safety funding to fall below minimum funding levels.
 - iv. An agreement to repay any funds that are to be used for any purposes other than Expanded Public Safety purposes within a reasonable time period, not to exceed four fiscal years.

Report to City Council

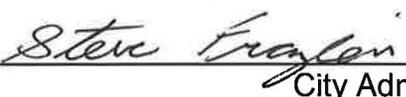


Council Meeting of June 20, 2018
Agenda Item Number E-1

Approved by:



Department Director



City Administrator

Review and Direction Regarding Benefits Provided to City Council Members

RECOMMENDATION

Staff has no recommendation on this item. Staff requests Council review the provided information and provide specific direction on benefits provided to City Council members.

HISTORY

Members of the City Council have historically been eligible for participation in two benefits the City provides to all full time employees, life insurance and health insurance.

SITUATION

At its meeting on June 5, 2018, Council requested to review benefits provided to City Council members. Historically, members of the City Council have been offered the opportunity to participate in the City's health insurance plan and are also offered basic life insurance. Madera's Council members are not eligible for CalPERS participation, purchase of additional life insurance, participation in the long term disability program, or any other fringe benefits provided to employee groups.

The City's contribution toward health plan premiums for Council members is set by resolution and has historically matched the contribution provided to Management employees. Prior to making any modifications to the City's offer and contribution towards health insurance, Council will need to consider compliance with the Affordable Care Act (ACA). Staff has requested legal advice on whether elected officials should be treated as full time employees under the ACA and will be able to provide more information on this topic at the Council meeting on June 20, 2018.

Additionally, Council members are covered under the same life insurance plan as the City's General Bargaining Unit, providing \$15,000 in employee life insurance and \$5000 in dependent life insurance. There is also a separate Business Travel Accident policy that covers loss of life that occurs in the course of traveling on City business. Should such a loss occur, the coverage is \$100,000.

The provision of benefits to Council members is not unique to the City of Madera. In general, City's afford Council members the opportunity to participate in various benefits offered to City employees. Following Council's request to review benefits, City Clerk Sonia Alvarez put a request for other City's Council benefits on the City Clerk Listserv. The City received 10 responses as of the writing of this report and they are summarized below as a point of reference for Council's consideration:

City	Summary
Antioch	<ul style="list-style-type: none"> • Covered by Management Group MOU for health, dental & vision • Receive monthly automobile allowance for use of personal vehicle: \$450 for Mayor, \$350 for Council Members • Receive monthly communication equipment reimbursement for cell phone, internet, landline phone and/or fax: \$100 for Mayor; \$50 for Council Members
Chula Vista	<ul style="list-style-type: none"> • \$1,449.17/month towards health/dental/vision • \$50,000 life insurance • Short-term and Long-term disability insurance • Participation in CalPERS • Auto allowance at elected official's discretion • Mayor salary set to 66% of Judge of the Superior Court of the State of California • Council members salary set to 40% of the Mayor's salary
Duarte	<ul style="list-style-type: none"> • Eligible for retirement, health/dental/vision insurance, Medicare, long-term disability, short-term disability, life insurance and Employee Assistance Program benefits as City employees • City's contribution for employee and retiree health insurance covers the full cost of enrollment in the plan
Kingsburg	<ul style="list-style-type: none"> • Stipend: \$300/month for Mayor; \$250/month Council Members
Lakeport	<ul style="list-style-type: none"> • Eligible to enroll in health same as employees • Eligible to participate in CalPERS
Lodi	<ul style="list-style-type: none"> • Life insurance \$10,000 • Eligible to be a member of Lodi City Employee's Association • Medical Insurance – Dependent on enrollment level; City contribution of up to \$1,709.06 for family coverage • Medical Insurance Waiver – Dependent on enrollment level; up to \$692.81 for Family • Membership in CalPERS • Travel Accident Policy \$100,000

Milpitas	<ul style="list-style-type: none"> • City contribution to Medical set at full Kaiser plan premium • Waiver of Health Insurance: \$125/month • Life Insurance \$50,000 • Employee Assistance Program • City issued cell phone or \$95/month allowance in lieu • City issued car or car allowance of \$550/month for use of personal vehicle • Optional membership in CalPERS • If not CalPERS, enrolled in PARS retirement plan • Retiree health coverage after 5 years of service; City contribution tiered based on years of service from 25%-100%
Morgan Hill	<ul style="list-style-type: none"> • Compensation: Mayor \$834/month; Council members \$313/month • Health benefit: City contribution 100% for EE only, 96.5% for EE+1, and 90% for EE+Family • Choice of enrollment in CalPERS or PARS
Norco	<ul style="list-style-type: none"> • Salary \$550/month • CalPERS Retirement • Health Insurance: City contribution up to \$1250/month • Health Insurance Waiver: equal to single-enrollment premium of lowest plan • City contribution to retiree health: from 50% at 10 years of service to 100% with 20+ years of service • Dental insurance: City contribution equal to lowest cost plan • Vision: City contribution 100% of premium • Life insurance \$125,000 and \$5000 dependent life • \$50/month cell phone stipend • Eligible to use a City vehicle
Piedmont	<ul style="list-style-type: none"> • No compensation or benefits

FISCAL IMPACT

The item before Council is for direction regarding benefits going forward. Any fiscal impact will depend on direction provided by the Council.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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