



## REPORT TO CITY COUNCIL

**Approved by:**

*[Signature]*

Department Director

*[Signature]*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 16, 2020

**Agenda Number:** B-5

**SUBJECT:**

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

**RECOMMENDATION:**

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

**SUMMARY:**

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

**DISCUSSION:**

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

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

**Council Final Subrecipient Allocations**

Table 1 represents the Council final allocation to subrecipients.

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

**FINANCIAL IMPACT:**

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

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

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

## **ALTERNATIVES:**

As an alternative, Council may:

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

## **ATTACHMENTS:**

### 1. Resolution

#### Exhibit 1 – MCEDC Agreement

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

### 2. Resolution

#### Exhibit 1 – CAPMC Agreement

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

### 3. Resolution

#### Exhibit 1 – MDA Agreement

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

### 4. Resolution

#### Exhibit 1 – MCCJ Agreement

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

**RESOLUTION NO. 20-\_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## Exhibit 1

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

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

#### **RECITALS**

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

#### **AGREEMENT**

##### 1. Services

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

##### 2. Funding and Method of Payment

###### a. Compensation

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

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

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance

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

10. Records

a. Record Establishment and Maintenance

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



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

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

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

b. Reports/Required Notifications

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

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

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

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

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

c. CDBG Reporting Requirements

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

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

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

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

#### Enforcement of Contract Provisions (non estoppel)

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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



26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
[name & address]

To the Subrecipient:  
[name & address]

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

c. Interpretation.

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

d. Severability.

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

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

e. Execution in Counterparts.

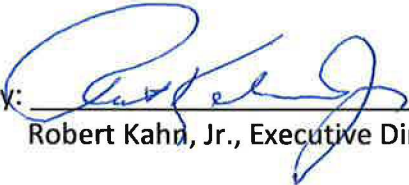
This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

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

**CITY OF MADERA:**

**MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By:  \_\_\_\_\_  
Robert Kahn, Jr., Executive Director

Date: \_\_\_\_\_

Date: 9/2/2020 \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

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

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Madera County Economic Development Commission

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

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

Concurrence: \_\_\_\_\_  
Robert Kahn, Jr., Executive Director

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Summary of Community Need

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

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

Experience

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

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

### Program

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

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

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

### Timetable

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

### Supporting Staff

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

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

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

### Marketing/Outreach Plan

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

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

#### Client Eligibility/Income Verification Plan

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

#### Client Population

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

#### Citizen Participation

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

#### References

County of Madera

Robert Mansfield, Senior Planner

559-675-7821 [Robert.Mansfield@maderacounty.com](mailto:Robert.Mansfield@maderacounty.com)

Valley Small Business Development Corporation

Stan Tom- Vice President

559-438-9680 [stom@vsbdc.com](mailto:stom@vsbdc.com)

Dan Humphries

Innovative Rotational Molding

559-665-5663 [dhumphries@irm-corp.com](mailto:dhumphries@irm-corp.com)

Sponsoring Agency Management

**CORPORATION DIRECTORS:**

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

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

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

13 Minimum                      N/A Maximum

Please provide the following information:

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

**IRS Employer Number:** 94-1683270

**FINANCIAL:**

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

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

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

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

**List any outstanding obligations:** None

RESOLUTION/CERTIFICATION

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

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

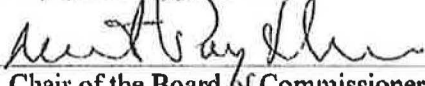
Dated: May 26, 2020

AGENCY NAME: Madera County Economic Development Commission

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

TELEPHONE: 559-675-7768

Email Address: rlpoythress@gmail.com

By:   
Chair of the Board of Commissioners

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

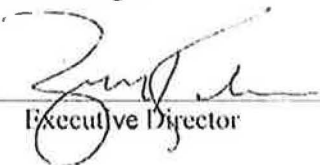
By:   
Executive Director



Exhibit B

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

# Exhibit C

CITY OF MADERA

## Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

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

**PROJECT TITLE:** Micro-Enterprise Business Assistance

**MONTH/QUARTER AND YEAR OF REPORT:** \_\_\_\_\_, 20\_\_

**I. CLIENT INFORMATION:**

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

**Reason(s) services were denied:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:**

**5. Female Head of Household: \_\_\_\_\_**

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

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

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

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

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

**REPORT PREPARED BY: \_\_\_\_\_**

**Date: \_\_\_\_\_**

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Date

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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.**

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Signature

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

## INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

### A. General Instructions

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

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

# Exhibit D

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.



- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

# Exhibit E

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

**Special Attention of:**

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

**I. Purpose**

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

**Applicability**

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

**II. Section 504 of the Rehabilitation Act of 1973**

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

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

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

### **Non-housing Programs**

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

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

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

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

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

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

### **Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

### **Employment**

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

### **Section 504 Self Evaluations**

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

### **III. The Americans With Disabilities Act of 1990**

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

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

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

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

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



**RESOLUTION NO. 20-\_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

Exhibit 1

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

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

**RECITALS**

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

**AGREEMENT**

1. Services

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

2. Funding and Method of Payment

a. Compensation

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

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

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance

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

10. Records

a. Record Establishment and Maintenance

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

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

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

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

b. Reports/Required Notifications

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

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

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

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

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

c. CDBG Reporting Requirements

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

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

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

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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



d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$500,000 Employer's Liability** per accident for bodily injury or disease.

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

#### Enforcement of Contract Provisions (non estoppel)

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
[name & address]

To the Subrecipient:  
[name & address]

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

c. Interpretation.

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

d. Severability.

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

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

e. Execution in Counterparts.

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

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

**CITY OF MADERA:**

**COMMUNITY ACTION PARTNERSHIP OF  
MADERA COUNTY:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: Mattie Mendez  
Mattie Mendez, Executive Director

Date: \_\_\_\_\_

Date: 9/2/2020

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

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

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

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

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

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

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

Which National Objective does your program meet?

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

Which measurable objectives does your program meet?

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

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



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

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

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

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

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

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

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

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

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

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

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

Discuss your program's/project's successes.

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITIZEN PARTICIPATION:**

Proposals should include evidence of citizen support for activity.

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

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

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

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

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

**REFERENCES**

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

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

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

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

**SPONSORING AGENCY MANAGEMENT**

**CORPORATION DIRECTORS:**

How often does the Board meet? Monthly

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

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

15 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1965

IRS Employer Number: 94-1612823

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

**FINANCIAL:**

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

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

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

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

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

List any outstanding obligations: None

**RESOLUTION/CERTIFICATION:**

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

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

Dated: May 14, 2020

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

ADDRESS: 1225 Gill Avenue Madera, CA 39367

TELEPHONE: (559) 673-9173

Email Address: [mmendez@maderacap.org](mailto:mmendez@maderacap.org)

By:   
Chairman of the Board of Directors

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

By:   
Executive Director

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

**EMAIL THE APPLICATION TO: [ddybas@madera.gov](mailto:ddybas@madera.gov)**

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

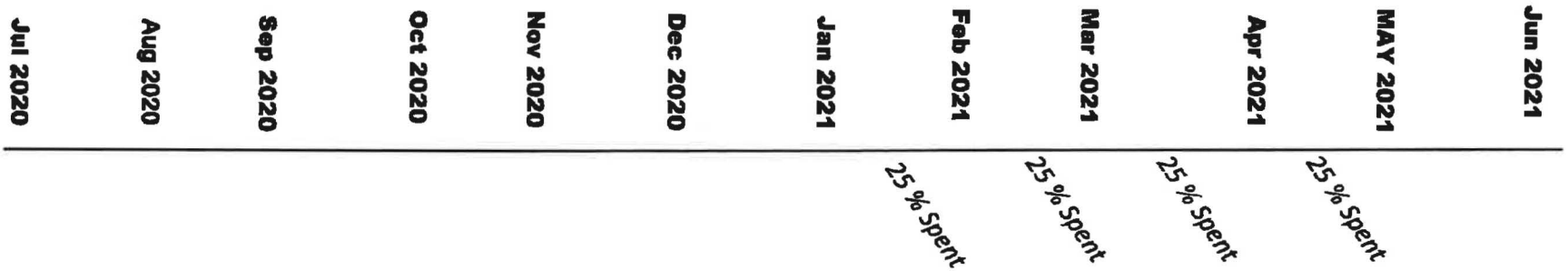
**CITY CDBG CONTACT: [ddybas@madera.gov](mailto:ddybas@madera.gov)  
559-661-3690**

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

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

# CDBG CARES 2020-2021

## HOUSING STABILIZATION PROGRAM TIMELINE



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



Exhibit B

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

# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

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

**PROJECT TITLE:** Rental Assistance

**MONTH/QUARTER AND YEAR OF REPORT:** \_\_\_\_\_, 20\_\_

**I. CLIENT INFORMATION:**

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

**Reason(s) services were denied:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:**

**5. Female Head of Household: \_\_\_\_\_**

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

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

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

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

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

**REPORT PREPARED BY: \_\_\_\_\_**

**Date: \_\_\_\_\_**

---

Date

---

Type of Assistance

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

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

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Signature

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

## INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

### A. General Instructions

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

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

# Exhibit D

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.



- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

# Exhibit E

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

**Special Attention of:**

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

**I. Purpose**

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

**Applicability**

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

**II. Section 504 of the Rehabilitation Act of 1973**

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

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

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

### **Non-housing Programs**

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

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

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

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

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

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

### **Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

### **Employment**

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

### **Section 504 Self Evaluations**

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

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

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

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

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

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

### **III. The Americans With Disabilities Act of 1990**

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

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

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

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

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



**RESOLUTION NO. 20-\_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

## Exhibit 1

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

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

#### **RECITALS**

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

#### **AGREEMENT**

##### 1. Services

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

##### 2. Funding and Method of Payment

###### a. Compensation

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

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

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance

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

10. Records

a. Record Establishment and Maintenance

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

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

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

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

b. Reports/Required Notifications

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

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

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

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

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

c. CDBG Reporting Requirements

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

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

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

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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



d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$500,000 Employer's Liability** per accident for bodily injury or disease.

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

#### Enforcement of Contract Provisions (non estoppel)

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
[name & address]

To the Subrecipient:  
[name & address]

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

c. Interpretation.

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

d. Severability.

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

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

a. Execution in Counterparts.

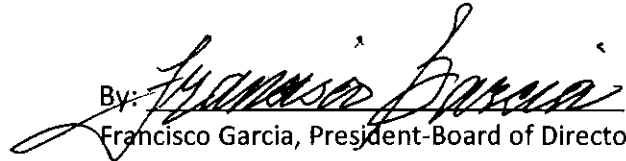
This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

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

**CITY OF MADERA:**

**MADERA DOWNTOWN ASSOCIATION:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor  
Board

By:   
Francisco Garcia, President-Board of Directors

Date: \_\_\_\_\_

Date: Sept. 30th 2020

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **The Madera Downtown Emergency Business Relief Program**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**Client Eligibility Requirements are as follows:**

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

**MARKETING AND OUTREACH PLAN**

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

**TIMELINE**

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

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

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

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

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

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

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

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

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

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

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

**CITIZEN PARTICIPATION:**

Proposals should include evidence of citizen support for activity.

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

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

**REFERENCES**

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

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

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

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

**SPONSORING AGENCY MANAGEMENT**

**CORPORATION DIRECTORS:**

How often does the Board meet? Monthly

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

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

10 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: July 28, 1995

IRS Employer Number: 77-0321037

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

**FINANCIAL:**

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

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

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

If so, for how much? \_\_\_\_\_

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

None

List any outstanding obligations:

None

**RESOLUTION/CERTIFICATION:**

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

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

Dated: May 18, 2020

AGENCY NAME: Madera Downtown Association

ADDRESS: 120 North E Street, Madera, CA 93638

TELEPHONE: 559-673-3563

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

By:   
President, MDA Board of Directors

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

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

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

**EMAIL THE APPLICATION TO: [ddybas@madera.gov](mailto:ddybas@madera.gov)**

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

**CITY CDBG CONTACT: [ddybas@madera.gov](mailto:ddybas@madera.gov)  
559-661-3690**

Exhibit B

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



# Exhibit C

CITY OF MADERA

## Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

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

PROJECT TITLE: Micro-Enterprise Business Assistance

MONTH/QUARTER AND YEAR OF REPORT: \_\_\_\_\_, 20\_\_

### I. CLIENT INFORMATION:

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

Reason(s) services were denied: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:**

**5. Female Head of Household: \_\_\_\_\_**

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

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

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

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

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

**REPORT PREPARED BY: \_\_\_\_\_**

**Date: \_\_\_\_\_**

---

Date

---

Type of Assistance

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

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

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Signature

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

## INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

### A. General Instructions

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

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

# Exhibit D

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.



# Exhibit E

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

**Special Attention of:**

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

**I. Purpose**

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

**Applicability**

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

**II. Section 504 of the Rehabilitation Act of 1973**

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

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

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

### **Non-housing Programs**

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

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

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

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

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

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

### **Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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

**RESOLUTION NO. 20-\_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

\*\*\*\*\*

## Exhibit 1

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

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

#### **RECITALS**

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

#### **AGREEMENT**

##### 1. Services

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

##### 2. Funding and Method of Payment

###### a. Compensation

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

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

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance

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

10. Records

a. Record Establishment and Maintenance

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

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

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

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

b. Reports/Required Notifications

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

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

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

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

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

c. CDBG Reporting Requirements

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

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

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

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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



18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

#### Enforcement of Contract Provisions (non estoppel)

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
[name & address]

To the Subrecipient:  
[name & address]

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

c. Interpretation.

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

d. Severability.

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

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

e. Execution in Counterparts.

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

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

**CITY OF MADERA:**

**MADERA COALITION FOR COMMUNITY JUSTICE:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: Loures Herrera  
Loures Herrera, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

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

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

*There is nothing more devastating to a family short of a life-threatening illness like COVID-19 than being homeless because it disrupts every aspect of the day-to-day lives of family members. Likewise, there is nothing more destabilizing for a community than to have a large number of residents suddenly becoming homeless with no housing especially during the state's shelter-in-place order. There is the obvious health and safety dangers posed. But stressors begin building up long before the actual eviction causing an increase in domestic violence, child abuse, drug and alcohol abuse which take a frightful toll on families. As such, it is the most pressing emergency need in Madera even more so than food security and small business*

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

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

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

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

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

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

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

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

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

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



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

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

MEPUSP will do the following:

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

Staff will conduct outreach to publicize the program to residents of the City of Madera through its community networks and recruit the assistance of local agencies, nonprofits and faith institutions to refer clients in need. Staff also utilize local media (e.g., Madera Tribune, Radio Bilingue, Univision, etc.) as well.

Services will be provided during business hours on a daily basis from MCCJ's office in downtown Madera. The manner in which intake will occur will be in-person, by phone, digitally or virtually depending on the State and local protocol governing COVID-19. The organization has been conducting all of its business in compliance with the state mandate as seamlessly as possible.

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

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

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

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

Timeline: This program will commence once it is funded which is anticipated to be the beginning or early June and it will continue until December 31<sup>st</sup> or later until all the funds allocated for financial assistance to households facing evictions or utility shutoffs are exhausted.

**Month 1:** Recruit and hire staff (coordinator and supervisor; training; establish office procedures; implement programmatic logistics; develop info handout; conduct outreach to publicize program and coordinate referrals.

**Month 2 through end of program:** See clients Monday to Friday from 9 am to 5 pm and by appointments also -- interview, review application requesting financial assistance, counseling and referral. Continue outreach in community. Use media (Univision and Radio Bilingue) to outreach to Spanish-speaking families.

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

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

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

*Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments of stated goals, objectives and activities as set forth below. Important criteria include completion of tasks, attaining high rate of participation and ability to assist the largest number possible, and compliance with budget outlay. These are important indicators that will measure successes or failures.*

*A scoring rubric will be developed to allow staff to score each application to determine award of grant. Information from each application will be entered on to a tally sheet that is available for*

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

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### **Program Protocol**

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

*Program policies aligned with CDBG-CV Public Service's enunciated national objectives and structure and rules will be put in place and implemented to ensure that the funds are conserved, safeguarded and judiciously managed in order to maximize the number of families assisted.*

*All applications will be reviewed to determine the merits of their requests and amount of assistance granted. Decision whether to issue a grant and the amount will be completed within 48 hours. All payment disbursed will be made to the vendor (e.g., landlord or City of Madera). Staff will investigate to verify information provided. The same process and procedures will be followed in utility shutoffs. Documentation of disbursements will be maintained.*

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

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

### Eligibility

- *Applicant family must reside in the City of Madera at all times relevant to the making of the application.*
- *Applicant must be either low- to moderate income according to HUD income guidelines.*
- *Applicant's request for financial assistance must directly relate to COVID-19 related impacts (e.g., loss of job, reduction in hours, childcare, health issues, etc.).*
- *Applicant families who have been evicted related to COVID-19 reasons and currently without housing are eligible for first month's rent and security deposit.*

### Assistance amounts

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

- Applicant who formerly lived in a household that received financial assistance under this program (rent, mortgage and/or utilities) will be ineligible to request assistance in his/her own stead. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.)

Time period

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

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

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

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

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

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

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

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

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

-----

Which National Objective does your program meet?

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

Which measurable objectives does your program meet?

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

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

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

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

None.

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

*While it did not initiate a formal survey, through its many different projects at different sites and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made aware of the dire housing needs especially now when they have been ratcheted up due to the pandemic from all these different sources. In that regard, the fear of evictions and utility shutoff cascading in the months ahead has been a real pressing concern.*

*There were no records maintained that documented this need.*

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

N/A

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

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

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

Discuss your program's/project's successes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

(Funds to be disbursed to eligible households.)

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

Proposals should include evidence of citizen support for activity.

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

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

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

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

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

## REFERENCES

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

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

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

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

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

**CORPORATION DIRECTORS:**

How often does the Board meet? monthly

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

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

5 Minimum                      15 Maximum

Please provide the following information:

Date of Incorporation:     1993

IRS Employer Number: 77-0391942

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

**FINANCIAL:**

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

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

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

   N/A

**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on 4/28, 2020, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: May 14, 2020

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 219 S. D St., Madera , CA 93638

TELEPHONE: 661-1879;

Email Address loudash@maderacch.org

By: 

President of the Board of Directors

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

By: Lourenes Herrera  
Executive Director

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

**EMAIL THE APPLICATION TO: ddybas@madera.gov**

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

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

Exhibit B

<b>PROJECT BUDGET</b>		
INCOME SOURCE	AMOUNT	
CITY	\$185,338	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (Provide Source)		
TOTAL BUDGET		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	100	\$26,400
BENEFITS	150	\$1,600
SERVICES & SUPPLIES		\$1,000
INSURANCE	200	\$1,400
COMMUNICATIONS	250	
CONSULTANT SERVICES	300	
OFFICE EXPENSE	350	\$600
OFFICE RENTAL	400	
EQUIPMENT RENTAL	450	
UTILITIES	500	\$500
TRAVEL (ADMIN.)	550	\$75
FOOD SUPPLIES	600	
CONTRACTS	650	
TRANSPORTATION	700	
FUND RAISING	750	
TOTAL		\$185,338

# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2020 to June 30, 2021

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

**PROJECT TITLE:** Madera Eviction and Utility Shutoff Prevention

**MONTH/QUARTER AND YEAR OF REPORT:** \_\_\_\_\_, 20\_\_

#### I. CLIENT INFORMATION:

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

**Reason(s) services were denied:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:**

**5. Female Head of Household: \_\_\_\_\_**

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

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

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

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

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

**REPORT PREPARED BY: \_\_\_\_\_**

**Date: \_\_\_\_\_**

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Date

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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.**

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Signature

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

## INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

### A. General Instructions

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

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

# Exhibit D

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

# Exhibit E

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

**Special Attention of:**

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

**I. Purpose**

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

**Applicability**

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

**II. Section 504 of the Rehabilitation Act of 1973**

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



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

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

### **Non-housing Programs**

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

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

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

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

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

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

### **Accessibility Standards**

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

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

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