

## REPORT TO CITY COUNCIL

**Approved by:**

**Council Meeting of:** July 21, 2021

*[Signature]*

**Agenda Number:** C-1

Department Director

*[Signature]*

Arnoldo Rodriguez, City Manager

### **SUBJECT:**

Public hearing to approve the Community Development Block Grant (CDBG) 2021-2022 Action Plan final funding allocations, including Reprogrammed Funds (\$1,312,192) and approve Subrecipient Agreements

**RECOMMENDATION:** Conduct a public hearing to receive final public input on the 2021/2022 Action Plan and:

- 1) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$5,000) with Big Brothers Big Sisters of Central California; and
- 2) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$5,000) with Doors of Hope Pregnancy Care Center; and
- 3) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$5,000) with Madera Coalition for Community Justice; and
- 4) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$17,856) with Madera Rescue Mission; and
- 5) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$36,500) with O.L.I.V.E. Charitable Organization; and
- 6) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$5,000) with Pequeños Empresarios; and
- 7) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$35,500) with Madera Coalition for Community Justice; and
- 8) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$32,500) with City of Madera, Parks & Community Services; and
- 9) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$20,000) with Community Action Partnership of Madera County, Inc.; and

- 10) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement (\$60,000) and related Grant Regulatory Agreement and Declaration of Restrictive Covenants with James Mekalian DBA La Madera Accessible Living Studios; and
- 11) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$345,027) with Community Action Partnership of Madera County, Inc.; and
- 12) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$75,000) with Habitat for Humanity Greater Fresno Area; and
- 13) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services (\$500,000) with City of Madera Public Works Department

#### **SUMMARY:**

The City of Madera (City) received notification from the U.S. Department of Housing and Urban Development (HUD) on May 13, 2021, that it was eligible to receive an allocation for the CDBG 2021-2022 fiscal year in the amount of \$949,042. The City also identified unexpended funds from previous years' annual allocations totaling an additional \$363,150 that were eligible to be reprogrammed into the subject year Action Plan. The public hearing is for City Council (Council) to approve final funding allocations and to enter into agreements with grant subrecipients.

#### **DISCUSSION:**

Any project or activity being conducted by City or a subrecipient must address at least one of the three HUD's National Objectives, when such a project of activity will be funded through CDBG allocated dollars.

HUD's National Objectives are as follows:

- Benefit to low- and moderate- income (LMI) persons; or
- Aid in the prevention or elimination of slums or blight; or
- Meet a need having a particular urgency (referred to as urgent need).

In addition, to ensure that funded activities further one of HUD's National Objectives, the City is required to identify priorities for its CDBG funds, through the development of a five-year Consolidated Plan. The City has identified the following primary- tier and secondary- tier priorities for funding cycles 2020-2024.

- Primary- Tier priorities
  - Quality Housing (Rent affordability and rental assistance)
  - Homelessness (Supportive services and prevention)
- Secondary – Tier priorities
  - Neighborhood Revitalization (Infrastructure Improvements, Streets/Roads/Lighting and Community Centers/Park)

The City received a total of fifteen applications for the CDBG 2021-2022 Notice of Funding Availability cycle, including: two for Administration, eight for Public Services, and five for Capital Projects/Public Improvements. The applicants provided brief presentations to the Block Grant Commission (BGC) during their special meeting on June 7, 2021, then brought those



recommendations before Council on June 16, 2021, during which meeting Council approved tentative allocations.

### **Council Tentative Allocations**

During the Council meeting of June 16, 2021, Council voted unanimously to approve tentative allocations for the administrative category. Table 1 below shows the tentative allocations for Administration.

<b>Table 1: City Council Tentative Administration Allocations</b>		
<i>Applicant</i>	<i>BGC Recommended Allocations</i>	<i>City Council Tentative Allocations</i>
City of Madera – Action Plan Administration <i>Administration to Oversee CDBG Program</i>	\$169,808	\$169,808
CAPMC – Fresno Madera Continuum of Care <i>Point-in-Time Count Administration</i>	\$20,000	\$20,000
<b>Total</b>	<b>\$189,808</b>	<b>\$189,808</b>

Council deliberated on the Public Service funding applications and approved tentative allocations by a majority vote of 5-1. Table 2 below shows the Council tentative allocations for Public Services.

<b>Table 2: City Council Tentative Public Service Allocations</b>		
<i>Applicant</i>	<i>BGC Recommended Allocations</i>	<i>City Council Tentative Allocations</i>
Big Brothers Big Sisters of Central California – High School BIGS Program <i>Youth Mentoring STEM</i>	\$5,000	\$5,000
Doors of Hope Pregnancy Care Center – Building Better Parents <i>Parenting Supportive Services</i>	\$5,000	\$5,000
Madera Coalition for Community Justice – Madera Youth Leaders Street Art Project <i>Downtown Improvement Street Art</i>	\$0	\$5,000
Madera Rescue Mission – Homeless Services Program <i>Homeless Prevention and Services</i>	\$20,356	\$17,856
O.L.I.V.E. Charitable Organization – O.L.I.V.E. Safe House <i>Temporary Victim Housing</i>	\$39,000	\$36,500
Pequeños Empresarios – Virtual Program <i>Child Entrepreneurship Education</i>	\$0	\$5,000
Madera Coalition for Community Justice – Madera Rental Assistance Program <i>Non-COVID-19 Eviction Prevention</i>	\$38,000	\$35,500
City of Madera, Parks & Community Services – Madera Senior Nutrition & Recreation Programs	\$35,000	\$32,500

<i>Senior Wellness, Meals and Recreation</i>		
<b>Total</b>	<b>\$142,356</b>	<b>\$142,356</b>

Council deliberated on the Capital Projects/Public Improvements funding applications and approved tentative allocations by a majority vote of 5-1. Table 3 below shows the tentative allocations for Capital Projects/Public Improvements.

<b>Table 3: City Council Tentative Capital Projects/Public Improvements Allocations</b>		
<i>Applicant</i>	<i>BGC Recommended Allocations</i>	<i>City Council Tentative Allocations</i>
James Mekalian – James Mekalian DBA La Madera Accessible Living Studios <i>Building Rehabilitation to Provide Affordable Housing</i>	\$60,000	\$60,000
CAPMC – CDBG 2021-2022 Housing Stabilization Program <i>Rapid Rehousing</i>	\$345,027	\$345,027
Habitat for Humanity Greater Fresno Area – City of Madera Exterior Paint Grant Program <i>Exterior Painting Revitalization</i>	\$75,000	\$75,000
City of Madera, Public Works Department <i>Sidewalk and ADA Corner Ramp Improvements</i>	\$500,000	\$500,000
<b>Total</b>	<b>\$980,027</b>	<b>\$980,027</b>

A thirty-day public review and comment period is required, following the approval of the tentative allocations. As of the writing of the staff report, City received written public comments as indicated on Attachment N.

#### **FINANCIAL IMPACT:**

This allocation will not have an impact on the General Fund. The City will be administering the grant with CDBG administration funds available and City's CDBG allocations will be administered with current City staff.

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

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

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

- *Strategy 121.1:*
  - Add facilities and amenities for the public.

## **ALTERNATIVES:**

As an alternative, Council may:

1. Deny approval of the Agreements.
2. Direct staff to enter into alternate Agreements.

## **ATTACHMENTS:**

### 1) Resolution

Exhibit 1- Big Brothers Big Sisters of Central California Agreement

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

### 2) Resolution

Exhibit 1- Doors of Hope Pregnancy Care Center Agreement

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

### 3) Resolution

Exhibit 1- Madera Coalition for Community Justice Agreement

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

### 4) Resolution

Exhibit 1- Madera Rescue Mission Agreement

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

### 5) Resolution

Exhibit 1- O.L.I.V.E. Charitable Organization Agreement

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report

- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

6) Resolution

Exhibit 1- Pequeños Empresarios Agreement

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

7) Resolution

Exhibit 1- Madera Coalition for Community Justice Agreement

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

8) Resolution

Exhibit 1- City of Madera, Parks & Community Services Agreement

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

9) Resolution

Exhibit 1- Community Action Partnership of Madera County, Inc. Agreement

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

10) Resolution

Exhibit 1- James Mekalian DBA La Madera Accessible Living Studios Agreement

Exhibit 2- Grant Regulatory Agreement and Declaration of Restrictive Covenants

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

11) Resolution

Exhibit 1- Community Action Partnership of Madera County, Inc. Agreement

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications

- Exhibit E – CDBG Accessibility Requirements

12) Resolution

Exhibit 1- Habitat for Humanity Greater Fresno Area Agreement

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

13) Resolution

Exhibit 1- City of Madera, Public Works Department Agreement

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

14) Public Comments on the 2021-2022 Action Plan Tentative Allocations

# Attachment 1

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$5,000) WITH BIG  
BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with the Big Brothers Big Sisters of Central California in the amount of \$5,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Big Brothers Big Sisters of Central California.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

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# Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Big Brothers Big Sisters of Central California, hereafter referred to as "SUBRECIPIENT."

### **RECITALS**

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

### **AGREEMENT**

#### **1. Services**

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

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

##### **a. Compensation**

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$5,000.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for

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

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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



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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
Big Brothers Big Sisters of Central California  
4047 N Fresno Street  
Fresno, CA 93726

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

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

**CITY OF MADERA:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

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

**ATTEST:**

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

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

**BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA:**

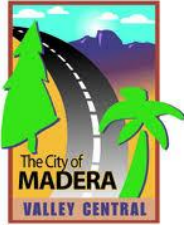
By:  \_\_\_\_\_  
Elizabeth Smith, Operations Manager

Date: 7/7/2021

**APPROVED AS TO LEGAL FORM:**

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

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



## CDBG 2021/2022 GRANT APPLICATION

### Public Services

### COVER SHEET



Application due date: On or before **May 28, 2021 by 5:00 PM**  
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) <b>DATE &amp; TIME SUBMITTED:</b>
Applicant Name: <b>Big Brothers Big Sisters of Central California</b>
Physical Address: Headquarters: <b>4047 N Fresno Street   Fresno, CA 93726</b> Local: <b>2300 W Industrial Avenue   Madera, CA 93637</b>
Mailing Address: Headquarters: <b>4047 N Fresno Street   Fresno, CA 93726</b>
Program Name: <b>High School Bigs Program</b>
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: <b>Tax ID Number: 94-1668376</b>
Grant Administrator (Principal contact) First & Last Name and Title: <b>Zenia Brizendine   Program Manager + Elizabeth Smith   Operations Manager</b> Telephone Number and Email Address: (559)268-2447   <a href="mailto:zbrizendine@bigs.org">zbrizendine@bigs.org</a>   <a href="mailto:esmith@bigs.org">esmith@bigs.org</a>
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: <b>Nidia Vargas   Program Coordinator</b> Telephone Number and Email Address: (559)268-2447   <a href="mailto:nvargas@bigs.org">nvargas@bigs.org</a>
Amount Requested: <b>\$ 10,000.00</b>

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<input checked="" type="checkbox"/> 1 original completed application  <input checked="" type="checkbox"/> Font: 12 point  <input checked="" type="checkbox"/> Paper: 8 1/2 x 11  <input checked="" type="checkbox"/> Single-sided, <u>no double-sided pages</u> , single-spaced and numbered consecutively  <input checked="" type="checkbox"/> One-inch top, bottom, left and right margins  <input checked="" type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)  <input checked="" type="checkbox"/> No dividers	<input checked="" type="checkbox"/> Grant Application Coversheet
	<input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	<input checked="" type="checkbox"/> Program/Project Timeline
	<input checked="" type="checkbox"/> Budget Table
	<input checked="" type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	<input checked="" type="checkbox"/> Marketing/Outreach Plan
	<input checked="" type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	<input checked="" type="checkbox"/> References

### **Submittal Options**

- 1) Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)

## **CITY OF MADERA**

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION**

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

#### **Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

#### **Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

#### **Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.

✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

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

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

Big Brothers Big Sisters of Central California (BBBSCC) is applying for funding for a High School Bigs STEM Program. The program will be a variation of the traditional High School Bigs (HSB) program model previously implemented at three MUSD sites for over 15 years. The program provides youth in the community an opportunity to reach their full potential; BBBSCC works with youth considered at-risk to address the following community deficits: truancy, academics and social/ emotional development of youth. As part of our mission, the program provides youth with a positive role model in order to support positive choices and actions in life. The High School Bigs Program is an opportunity for youth to mentor younger youth in their own community. Students meet once a week for 90 minutes at the designated site and participate in a wide range of activities. BBBSCC staff coordinates and supervises all match meetings and spend time providing match support and guidance to the matches, made up of one high school volunteer (Big) and one elementary school-aged mentee (Little). During the 90 minutes they spend together, Bigs and Littles bond by playing board games, engaging in sports, drawing, talking and learning through hands-on STEM activities. These mediums empower Littles to develop personal, intellectual and social skills. Most recent research finds this program to be as effective in bringing attitudinal changes as our community-based program where volunteers are adults (18 years +) from the community.

The proposed STEM program will meet every two weeks at rented or donated space within the City of Madera, contingent on the type of activity that will be featured during each meeting. Meetings will be supervised by three or more BBBSCC employees whom are professionally trained match support specialists.

According to [www.mentoring.org](http://www.mentoring.org), young adults who were at-risk for falling off track but had a mentor are 55% more likely to enroll in college, 78% more likely to volunteer regularly, 90% interested in becoming a mentor, 130% more likely to hold leadership positions. (<https://www.mentoring.org/why-mentoring/mentoring-impact/>)

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

The only program serving youth in the City of Madera with professionally supported one-to-one mentoring relationships is Big Brothers Big Sisters of Central California.

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

Big Brothers Big Sisters of Central California partners with the youth's support team including parents/ guardians, teachers, counselors, social workers, mental/ behavioral health professional, Big (mentors) and more to collectively support our youth and help them achieve success. Furthermore, on a professional basis, BBBSCC collaborates with Madera Department of Social Services among other community agencies to refer children the program for services.

BBBSCC requirements for enrollment are that a youth meet two of the following criteria: 1. Eligible for free/ reduced lunch; 2. Come from a non-traditional household; 3. Have a parent or loved one with a history of incarceration OR be referred by school/ social worker for social/ emotional reasons. Based on BBBSCC criteria for enrollment, BBBSCC takes referrals from Madera County Department of Social Services, Madera Unified School District and mental/ behavioral health specialists. BBBSCC operates a very unique program, backed by data and a history of over 100 years; Neither of the professional entities listed have a program like that of BBBSCC, however the program compliments and supplements the gap in services not offered through other entities.

Additionally, elementary school students are not the only youth that benefit from being a part of the program. BBBSCC counts with the support of a foundation of a generous individual who annually donates scholarships to High School Bigs (mentors) who are a part of the program. Since 2014, mentors who were students at Madera High School and Madera South High School have been awarded over \$35,000.00 in scholarship to further their education.

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

BBBSCC falls under the umbrella of the Big Brothers Big Sisters of America Federation. As such, BBBSCC uses tools developed, produced and analyzed by Big Brothers Big Sisters of America. Through the Youth Outcomes Survey (YOS), the following areas are analyzed and monitored: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system. A copy of the Youth Outcomes Survey (YOS) is attached.

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

BBBSCC's HSB Program aligns with National Objective #1: Benefit to low and moderate-income persons or households. This program aligns with crime prevention, social services and contribution to educational success of youth.

**Which measurable objectives does your program meet?**

BBBSCC measures a youth's social-emotional growth in the following areas: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system.

**How will your program meet its goals in one year?**

The aforementioned objectives are measured on an annual basis by Big Brothers Big Sisters of America and/or BBBSCC. By forming a partnership with the youth's advocates, parent and Big, all parties work collectively to help youth achieve success. Data from the surveys is analyzed and compared from a baseline to the match's first anniversary and every anniversary thereafter.

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



Historically, the High School Bigs Program has been funded in its entirety by Madera Unified School District (MUSD). However, BBBSCC has found it in the best interest of our clients to modify the program meetings and curriculum to offer the program to the entire City of Madera in comparison to only three school sites in previous years. BBBSCC is confident that making minor pivots in the implementation of the program will broaden the agency's reach in serving more youth, raising awareness of the power of mentoring and empowering youth.

The agency respectfully requests that the City of Madera sponsors \$10,000.00 for the success of this program. Program meetings will happen bi-weekly either in person or through an online platform such as, but not limited to Zoom and Skype and will consist of STEM learning kits and module supplies, facility rental when appropriate and other costs directly associated with operating the program in the City of Madera. While \$10,000.00 will not cover the entire cost of the program, BBBSCC is committed to seeking sponsorship or donations from public and private entities alike. At the present time, private or additional funding has not been secured, however this will not be a limiting factor; BBBSCC leadership believes that serving the youth of Madera is paramount, especially during these unprecedented times. In the unlikely case that not sponsorship or donations are raised to cover the expense of operating the High School Bigs STEM Program in Madera, agency leadership will seek approval from the Board of Directors to make up the difference using BBBSCC's general fund.

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

Agency leadership is committed to offsetting the cost of the program with funds raised through sponsorship and donations from public and private entities. The agency and its leadership have the discretion to assign unrestricted funds to this cause and will consider all viable options such as fundraising, solicitations and donations.

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

Due to unforeseen circumstances that have hindered the successful operations of the traditional High School Bigs Program, BBBSCC has maintained an open line of communication with parents, Bigs and Littles previously enrolled in the program; Parents are constantly reaching out to BBBSCC staff seeking an update on the program to serve their youth. With this in mind, it was fitting to reach out to the same parents that continue to be involved and rally their support for the application of this grant.

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

While Big Brothers Big Sisters of Central California serves children outside of the Madera city limits, those programs are funded through their own sources. Two examples are Oakhurst High School Bigs Program, funded by Bryant's True Value Home Center and Chowchilla High School Bigs funded through Chowchilla Elementary School District and Chowchilla Union High School District. The funds requested herein are specifically to serve youth residing within city limits; However, BBBSCC will not turn a child away due to living outside the city limits – the agency will make every effort to serve a youth to the best of their capacity, or if appropriate, refer youth

to a partnering agency to ensure that the youth's needs are met.

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

Big Brothers Big Sisters of Central California is committed to serving youth who are interested in being a part of the program. By pivoting the direction of the program and meetings, the agency will make the program and services available to more youth than ever before; the only limitations the agency foresees is a need for more mentors. In the event that is the case, youth will follow the enrollment process and be placed on a waitlist. Youth who are on the waitlist will be included in program meetings and will be afforded the option/ opportunity to be enrolled in the Community Based or Lunch Buddies Program, working with adult volunteers.

BBBSCC is honored to operate three separate programs, all benefiting the youth of Madera.

**Discuss your program's/project's successes.**

For over 15 years, BBBSCC and its dedicated team of staff have served thousands of youth participating in the High School Bigs Programs. One heartwarming and success story that stands firm in Madera has its beginning in 2010. A 10-year-old female child (Little) was matched with her mentor (Big) for 3 years, until her Big's graduation from Madera South High School in 2012. Big Sister continued to mentor her Little while simultaneously pursuing higher education; Big was hired as a teacher's assistant with BBBSCC in 2016. The match eventually closed, but the two remained in contact that was approved by Little's parent/ guardian. The program made such an impact on Little Sister, that as soon as she became a freshman, she signed up to be a mentor herself; She went from being a Little in the program for many years to giving back to her community and mentoring a young child herself. The mentor continues to keep in touch with her former Little, has committed to mentoring a second Little, and is in the final stages of completing her teaching credential at California State University, Fresno.

Throughout the years, our dedicated team of staff has witnessed the youth we serve grow and evolve into the best version of themselves. Many Littles have returned to the program to become Bigs; Bigs have returned as college Bigs and/ or hometown success stories. From many parent accounts, BBBSCC has received feedback about their youth's positive experience and growth in the program.

Most importantly, through their participation in the program and the support provided by a professional trained match support specialist, youth are given hope, empowerment and the ability to see their own potential; these key ingredients have the power to ignite the power and promise of youth.

**Discuss your program's/project's past performance (2015 to 2020).**

Through the Youth Outcomes Survey (YOS), the project has seen the youth in the program continuously improve in the following areas: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system.

During the 2018-19 school year, the High School Bigs Program was not operating at any MUSD site, however BBBSCC continued to hold monthly meetings, the Annual Holiday Party and match support for our clients. During the 2019-20 school year, a number of issues impeded the successful implementation of the program as prescribed, including the timeline to begin program meetings and the COVID-19 pandemic. As we enter into a new fiscal year, we are starting to see the effects of COVID-19 subside; the agency is cautiously optimistic about returning to in-person meetings

and will continue to follow CDC guidelines and have a back-up plan to continue to serve youth and deliver a high-caliber program. Through it all, our team continues to provide match support and resources to the families in our program. Child safety and quality service-delivery remain at the forefront of our priorities.

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

The concept of the program remains the same, however each year a number of Bigs and Littes move on from the program for a number of reasons including but not limited to: promotion to 7<sup>th</sup> grade, graduate from high school, relocation, etc. At the start of each school year, reasonable effort is made to have visibility on school campuses to recruit volunteers and clients. The quantitative goal of the program is to serve a minimum of 40; 20 Bigs and 20 Littes.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	200+	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	40	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X*
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

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

\*low income is an assumed benefit, since clients typically qualify for free/ reduced lunch

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		20	20					
GENDER	Female	25						
	Male	15						
FEMALE HEAD	90%							

<b>Ethnic Categories*</b>	<b>No.</b>
Hispanic or Latino	90%
Not-Hispanic or Latino	10%
<b>Racial Categories*</b>	
American Indian or Alaska Native	
Asian	
Black or African American	5%
Native Hawaiian or Other Pacific Islander	
White	95%
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.

## FY 2021-22 CDBG PROJECT

**AGENCY:** Big Brothers Big Sisters of Central California

**PROJECT NAME:** High School Bigs Program

### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)

\_\_\_\_\_

Supplies

\$9,000

Postage

\$300

Consultant Services

\_\_\_\_\_

Maintenance/ Repair

\_\_\_\_\_

Publications/ Printing

\$200

Transportation/ Travel Required for Business

\$500

Rent (portion allocated to this program)

\_\_\_\_\_

Equipment Rental

\_\_\_\_\_

Insurance

\_\_\_\_\_

Utilities

\_\_\_\_\_

Telephone

\_\_\_\_\_

Other Expenses (specify)

\_\_\_\_\_

### CIP REQUESTS ONLY:

Lead-based paint assessment/ abatement

\_\_\_\_\_

Construction/ Renovation

\_\_\_\_\_

Consultant/ Professional Services

\_\_\_\_\_

Construction Management

\_\_\_\_\_

Other Expenses (specify)

\_\_\_\_\_

**TOTAL CDBG PROJECT BUDGET**

**\$10,000**

## CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.  
Attached please find a letter from Veronica, a parent whose children have been in the program for a number of years. Veronica embodies a parent-partner and is equally committed to helping her children achieve success in life.
2. Note complaints that have been received, etc.  
BBBSCC is not aware of any complaints made against the agency.
3. Evidence of collaboration with other agencies within the community.  
BBBSCC works closely with Madera Co. Department of Social Services (DSS), Madera Co. Probation, Madera Co. Food Bank and Madera County Community Corrections Partnership (CCP), in addition to service groups such as: Madera Rotary, Madera Sunrise Rotary, Tobacco Coalition, Community Action Partnership of Madera Co.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.)

## 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
Tom Wheeler	Madera Co. Supervisor	Madera Co. Board of Supervisors	(559) 675-7700	<a href="mailto:supervisortomwheeler@yahoo.com">supervisortomwheeler@yahoo.com</a>
Ryan McWherter	Executive Director	Madera Co. Food Bank	(559) 674-1482	<a href="mailto:rncwherter.maderafoodbank@gmail.com">rncwherter.maderafoodbank@gmail.com</a>
Tricia Kingsley	Customer Service Associate I	JBT Food Tech	(559) 661-3200	<a href="mailto:tricia.kingsley@jbt.com">tricia.kingsley@jbt.com</a>

## **SPONSORING AGENCY MANAGEMENT**

### **CORPORATION DIRECTORS:**

How often does the Board meet? The agency's board of directors meet once a month.

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

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

The bylaws do not set a limit Minimum

The bylaws do not set a limit Maximum

Please provide the following information:

Date of Incorporation: October 14, 1968

IRS Employer Number: 94-1668376

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?

The agency's financial records are audited annually by Horg & Gray, CPA.

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 Big Brothers Big Sisters of Central California do hereby resolve that on May 28 2021, the Executive Board reviewed this application and, due to the COVID-19 pandemic is not able to meet in person. However, the Executive Board approved this application via email for submission to the City of Madera.

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

Dated: May 28, 2021

AGENCY NAME: Big Brothers Big Sisters of Central California

ADDRESS: 4047 N Fresno St, Fresno, CA 93726 | 2300 W Industrial Ave, Madera, CA 93637

TELEPHONE: (559)268-2447

Email Address [esmith@bigs.org](mailto:esmith@bigs.org)

By:  William Hicks  
President of the Board of Directors

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

By: \_\_\_\_\_  
Executive Director

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

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

**DUE DATE:** May 28, 2021, 5:00 p.m.

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

**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of Big Brothers Big Sisters of Central California do hereby resolve that on May 28 2021, the Executive Board reviewed this application and, due to the COVID-19 pandemic is not able to meet in person. However, the Executive Board approved this application via email for submission to the City of Madera.

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Email Address [esmith@bigs.org](mailto:esmith@bigs.org)

By: \_\_\_\_\_  
President of the Board of Directors

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Executive Director

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

**DUE DATE:** May 28, 2021, 5:00 p.m.

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

## Exhibit B

### FY 2021-22 CDBG PROJECT

**AGENCY:** Big Brothers Big Sisters of Central California

**PROJECT NAME:** High School Bigs Program

#### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)

\_\_\_\_\_

Supplies

\$9,000

Postage

\$300

Consultant Services

\_\_\_\_\_

Maintenance/ Repair

\_\_\_\_\_

Publications/ Printing

\$200

Transportation/ Travel Required for Business

\$500

Rent (portion allocated to this program)

\_\_\_\_\_

Equipment Rental

\_\_\_\_\_

Insurance

\_\_\_\_\_

Utilities

\_\_\_\_\_

Telephone

\_\_\_\_\_

Other Expenses (specify)

\_\_\_\_\_

#### **CIP REQUESTS ONLY:**

Lead-based paint assessment/ abatement

\_\_\_\_\_

Construction/ Renovation

\_\_\_\_\_

Consultant/ Professional Services

\_\_\_\_\_

Construction Management

\_\_\_\_\_

Other Expenses (specify)

\_\_\_\_\_

**TOTAL CDBG PROJECT BUDGET**

**\$10,000**

# Exhibit C

CITY OF MADERA

## Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

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

PROJECT TITLE: **High School BIGS**

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:**

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

## Attachment 2

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$5,000) WITH DOORS  
OF HOPE PREGNANCY CARE CENTER**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Doors of Hope Pregnancy Care Center in the amount of \$5,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Doors of Hope Pregnancy Care Center.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

## **COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND DOORS OF HOPE PREGNANCY CARE CENTER**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Doors of Hope Pregnancy Care Center, 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 tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$5,000.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for



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

#### 14. Discrimination

##### a. Eligibility for Services

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

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

##### b. Employment Opportunity

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

##### c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
Doors of Hope Pregnancy Care Center  
PO BOX 515  
Madera, CA 93639

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

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

**CITY OF MADERA:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

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

**ATTEST:**

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

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

**DOORS OF HOPE PREGNANCY CARE CENTER:**

By:  \_\_\_\_\_  
Linda Garner, Director

Date: 07/06/2021

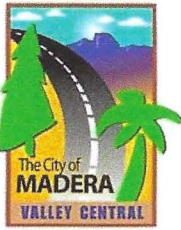
**APPROVED AS TO LEGAL FORM:**

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

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



# Exhibit A



## CDBG 2021/2022 GRANT APPLICATION

### Public Services COVER SHEET



Application due date: On or before **May 28, 2021 by 5:00 PM**

City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only)

**DATE & TIME SUBMITTED:**

Applicant Name: **Doors Of Hope Pregnancy Care Center**

Physical Address: **500 E. Almond Ave, #5A, Madera CA 93637**

Mailing Address: **PO Box 515, Madera CA 93639**

Program Name: **Building Better Parents**

If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: **42-1593588**

Grant Administrator (Principal contact)

First N & Last Name and Title **Linda Garner, Founder/Director**

Telephone Number and Email Address: **(559) 662-8629**

[doorsofhopemadera@sbcglobal.net](mailto:doorsofhopemadera@sbcglobal.net)

Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: **Deborah Holiday, Client Services Dir.**

Telephone Number and Email Address: **(559) 662-8629**

[doorsofhopemadera@sbcglobal.net](mailto:doorsofhopemadera@sbcglobal.net)

Amount Requested: \$ **31,005.00**

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<p>1 original completed application</p> <p><input type="checkbox"/> Font: 12 point</p> <p><input type="checkbox"/> Paper: 8 1/2 x 11</p> <p><input type="checkbox"/> Single-sided, <u>no double-sided pages</u>, single-spaced and numbered consecutively</p> <p><input type="checkbox"/> One-inch top, bottom, left and right margins</p> <p><input type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)</p> <p><input type="checkbox"/> No dividers</p>	<p><input checked="" type="checkbox"/> Grant Application Coversheet</p> <hr/> <p><input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance &amp; Applicability)</p> <hr/> <p><input type="checkbox"/> Program/Project Timeline</p> <hr/> <p><input checked="" type="checkbox"/> Budget Table</p> <hr/> <p><input checked="" type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)</p> <hr/> <p><input type="checkbox"/> Marketing/Outreach Plan</p> <hr/> <p><input checked="" type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)</p> <hr/> <p><input checked="" type="checkbox"/> References</p>
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### Submittal Option

- 1) Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)

CITY CDBG CONTACT:

[aestrada@madera.gov](mailto:aestrada@madera.gov)

559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	Points	Committee Member Ranking
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Question No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
Total		

## **CITY OF MADERA**

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION**

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

#### **Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- ✦ Secondary Data Analysis
- ✦ Interviews
- ✦ Group Video Discussions
- ✦ Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

#### **Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- ✦ Address at least one of the identified Top Need Areas;
- ✦ Address one or more of the Target Services; and/or
- ✦ **Continue services recognized by the community as essential.**

#### **Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ☐ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ☐ Address at least one of the identified Top Needs Areas. (See Attachment A)



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

### **SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:**

**Doors Of Hope has served the families of Madera since 2003. Offering free & confidential services to those who are unable to pay for classes. Or travel to another city where required services are offered and pay the cost of class.**

### **EXISTING SERVICES:**

**Other agencies providing services; Madera Action Committee – offers group classes only, MUST be referred or have a child in Head Start program, County pays for fees – First 5 Madera County, offers group parenting support and activities to parents with child(s) 0-5 only.**

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

**Doors Of Hope serves any member of the community free of charge; women, men, single parents/divorced or married couples. Doors Of Hope is the only agency offering Co-Parenting classes for separated/divorced parents, providing skills on how to communicate between parents, ending the conflict, learning to put the children first. Other services listed below; Anger Management, Fatherhood and Marriage Counseling ACE Counseling are not offered by other local agencies.**

**Services offered include but not limited to:**

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

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.

**Each client is required to complete a detail request for services form, showing personal information and his/her needs(s) and is followed up with weekly notes and exist form showing progress, understanding of material and counseling sessions. All information is transferred to online data program for weekly, monthly and annual statistical reporting. See Attachments**

Which National Objective does your program meet?

**Public Services / Continue services recognized by the community as essential.**

Which measurable objectives does your program meet?

**Doors Of Hope:**

- **Increase in client numbers attending weekly classes and receiving certificates of completion**
- **Increase in mandated clients completing classes**

How will your program meet its goals in one year?

**Doors of Hope will reach our goals by providing:**

- **Providing additional bilingual staff members from two days a week to 4 days, to meet the increase in Spanish speaking clients.**
- **Increase male volunteer advocates to meet the needs of male clients for Fatherhood program.**

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. **NO**

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

**Doors Of Hope is supported by the generous gift/donation from individuals, congregations and businesses within our community and several supporters from as far away as New York, Nevada, Florida and Oregon. Our annual "Change For Babies" fundraiser (which was postponed due to Covid-19 in 2020), is in progress for 2021. We project funds of \$8,000+ for 2021.**

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

**Doors Of Hope placed an online "survey" request on facebook, asking for comments from current and past clients, supporters and community members. A Personal Comment form was shared with current clients as they attended their weekly class. Received email survey comments, exit form comments, community supporter comments and letters. See attachments.**

**These responses show that Doors Of Hope is a valuable asset to Madera, offering the services and resources needed by many within our community and allowing others to not only help monetarily but with the many gifts of infant/toddler items for moms and dads in 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.

**Doors of Hope serves all who come to us from within the city and county. Regular monthly donations from supporters are used for all clients.**

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

**Doors Of Hope makes every effort to serve all that come to the Center. Clients are encouraged to make an appointment but walk-ins and emergencies are worked into the day's schedule if at all possible.**

Discuss your program's/project's successes.

**Doors Of Hope successes for 2020 include but not limited to:**

- **Increase in mandated client who complete required classes from 44 to 115 receiving their certificates of completion.**
- **Serving 202 households with 71,976 diapers for 214 children 0-5 (number of visits for class / diapers 2189)**
- **New staff full-time bilingual advocate (4 days per week)**

Discuss your program's/project's past performance (2015 to 2020).

Year	#Clients	#Visits/Class	#New Clients	#Female Clients	#Male Clients	#Diapers Distributed
2015	382	1822	211	329	53	n/a
2016	413	2385	247	321	92	n/a
2017	468	2873	306	336	132	n/a
2018	360	2176	201	265	94	n/a
2019	415	2544	257	291	122	78,282
<b>2020</b>	<b>471</b>	<b>3588</b>	<b>130</b>	<b>401</b>	<b>70</b>	<b>71,976 *</b>
1/1 to 5/20 2021						84,098

- **\*NOTE: Due to Covid-19 restrictions, we still distributed diapers to clients, we began giving them a month's supply to keep personal contact to a minimum.**



- **Steady increase in client's participation, both voluntarily and mandated by Family Court Services and other agencies.**
- **Seeing more clients continue they participation in classes after completion of first class; parenting to anger management or from prenatal/child development to Strengthening Families for older child(s)....**

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

**Doors Of Hope strives to implement new services/programs that will serve the needs of our clients.**

- **Staff and volunteers are ask to participate in online training, reading training material and seek certification in parenting educator programs to will better serve our clients.**
- **Search for educational curriculum especially in Spanish.**
- **Increase in number of clients served.**

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	715	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	273	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

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



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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		3	6	81	183			
GENDER	Female	205						
	Male	68						
FEMALE HEAD	55							

<b>Ethnic Categories*</b>	No.
Hispanic or Latino	210
Not-Hispanic or Latino	63
<b>Racial Categories*</b>	
American Indian or Alaska Native	2
Asian	1
Black or African American	2
Native Hawaiian or Other Pacific Islander	1
White	52
Other	5

Information for the above was gathered from the American Community Survey at [Census.gov](https://data.census.gov/cedsci/), [data.census.gov/cedsci/](https://data.census.gov/cedsci/)=Madera city, usa.com.

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

## FY 2021-22 CDBG PROJECT

AGENCY: Doors Of Hope (Parenting) Pregnancy Care Center

PROJECT NAME: Building Better Parents

### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	<u>\$4,000.00</u>
Supplies	<u>\$1,200.00</u>
Postage	<u>\$1,000.00</u>
Consultant Services	<u>\$2,000.00</u>
Maintenance/Repair	<u>\$750.00</u>
Publications/Printing	<u>\$600.00</u>
Transportation/Travel Required for Business	<u>\$1,000.00</u>
Rent (portion allocated to this program)	<u>\$9,600.00</u>
Equipment Rental	<u>-0-</u>
Insurance	<u>\$2,200.00</u>
Utilities	<u>\$1,800.00</u>
Telephone	<u>\$1,440.00</u>
Other Expenses (Specify):	<u>\$5,415.00</u>

Storage	\$2,400.00
Website	\$115.00
Support Contract	\$900.00
Client Exp. (classroom materials/programs)	\$2,000.00
Total of Other Expenses:	\$5,415.00

### CIP REQUESTS ONLY:

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services Construction Management Other

Expenses (Specify):

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**TOTAL CDBG PROJECT BUDGET:     \$31,005.00**

## CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

**Doors Of Hope placed a survey page on facebook, asking for input from current and former clients and supporters. All clients complete an evaluation form after first and last class/visit. See attachments.**

2. Note complaints that have been received, etc. **NONE**

3. Evidence of collaboration with other agencies within the community.

**Doors Of Hope has worked with the following agencies on various programs: Madera Cty Health Depart/Baby Box Program, "Cribs for Kids" Program – Central California Food Bank/Clean & Healthy Diaper Program 2019-2021 (distributing 231,702 diapers) - Madera Food Bank/distributing baby food and formula and diapers - LOVE INC/helping parents with diapers/baby formula and clothing. - Referring clients to Celebrate Recovery Programs for additional help.**

4. Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

**Clients complete an intake form which ask for current income for household. Information is placed in data software system for reporting. Currently 58% of client are below the poverty line. Past reports have shown higher numbers.**

## **Staff Experience/Knowledge/Education**

### **Senior Management Staff / Personnel**

Linda Garner Founder-Executive Director

Experience:

Church Administrator 1993 – 2007

Client Advocate

Certified Pastoral Counselor

ACE Certified Instructor

Licensed Christian Worker

Deborah Holiday Client Services Director

Client Advocate

Certified Anger Management Specialist 1,

Certified Pastoral Counselor

ACE Certified Instructor,

Certified Parent Instructor

Licensed Christian Worker

All volunteers serve one (1) day per week and have received 22 hours of training and continued education during their year of service.

## SPONSORING AGENCY MANAGEMENT

### CORPORATION DIRECTORS:

How often does the Board meet? 3 times annually

What was the average number of Board members attending meetings last year? 4

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

3 Minimum 5 Maximum

Please provide the following information:

Date of Incorporation: May 21, 2003 #2537790

IRS Employer Number: 42-1593588

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. **See attachment**

How often are financial records audited, and by whom? N/A

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

If so, for how much? -0-

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

-0-

List any outstanding obligations:

-0-



**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of Doors Of Hope Pregnancy Care Center  
do hereby resolve that on 5/24, 2021, 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: 5/24/, 2021

AGENCY NAME: Doors Of Hope Pregnancy Care Center

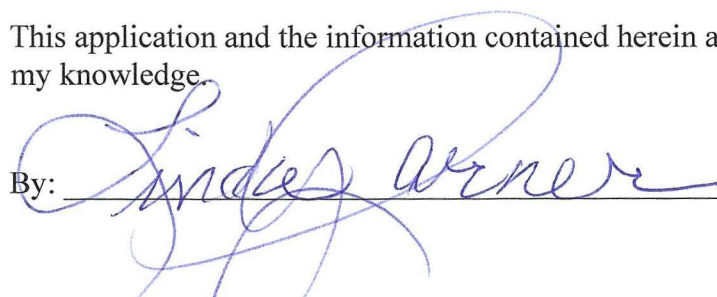
ADDRESS: 500 E. Almond Ave, Suite 5A, Madera CA 93637

TELEPHONE: 559-662-8629

Email Address doorsofhopemadera@sbcglobal.net

By: \_\_\_\_\_  
Linda Garner, President of the Board of Directors

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

By:  \_\_\_\_\_ Executive Director

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

DUE DATE: **May 28, 2021, 5:00 p.m.**

## Doors Of Hope Pregnancy Care Center

### Mission Statement:

The mission of Doors Of Hope Pregnancy Care Center is to share the Gospel of Jesus Christ by offering practical, emotional, and spiritual support to women, men and children who are facing an unplanned pregnancy, abortion related concerns, or parenting issue, including but not limited to, the provision of free pregnancy tests, peer counseling and mentoring parenting and co-parenting classes, anger management counseling, information regarding abortion risks and other related programs and services.

*"Offering Biblical hope with practical helps"*

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 21 2008

DOORS OF HOPE PREGNANCY CARE CENTER  
C/O LINDA GARNER  
PO BOX 515  
MADERA, CA 93639-0000

Employer Identification Number:  
42-1593588

DLN:  
17053033711098

Contact Person:  
MICHELLE A GLUTZ ID# 31213

Contact Telephone Number:  
(877) 829-5500

Public Charity Status:  
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated July 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)



## 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
Sally Moreno	District Attorney	Madera Cty District Attorney	559-675-7703	Sally.moreno@maderacounty.com
Anna Moradian	Family Court Services	Superior Court of Calif Madera	559-416-5560	Annamoradian@courts.ca.gov
Sylvia Stratford	PHN2/RN Perinatal Service Coordinator	Madera County Health Department	559-675-7893	Sylvia.stratford@maderacounty.com

Additional References: (from Clients, Community Members, Supporters, Ministry Leaders)

Chaplain Jim Adair / Madera Cty. Corrections 559-645-1521 [jim.adair@maderacounty.com](mailto:jim.adair@maderacounty.com)

Pastor Tim Echevarria / The Remnant Church 559-479-1387 [echevarria2964@yahoo.com](mailto:echevarria2964@yahoo.com)

Pastor John Pursell / The Believers Church 559-661-1411 [johnpursell@att.net](mailto:johnpursell@att.net)

Barbara Thomasson / Retired / Supporter 559-232-0566

Earl Walls / Aux. Officer Fresno / Supporter 559-304-5513

Cheryl Stofle / Supporter / Past Volunteer 559-307-4971

Steve & Kim Imrie / Retired / Supporter 559-706-9059

Charlotte Chapman /Local Rancher 559-223-1463



Tuesday, May 25, 2021

To Whom It May Concern:

My name is Lance Leach and I am a Pastor at Valley West Christian Center in Madera California. When I started ministry in Madera, it was as a Youth Pastor. It was September 1, 1991, and I was excited and ready for anything! One of the very first things I was able to attend was a banquet for this new ministry called Doors of Hope. It was at a local church in town and as I was re-acquainting myself with many in the community, I met Linda Garner as she began to share her passion for this ministry.

It is 30 years later and Linda and I are still in Madera and still serving those that God has called us to serve. It has been a true blessing to work alongside Linda and Doors of Hope for these 30 years. Their mission is simple; to help people recognize the importance of life and to recognize the voice of the unborn. For 30 years, this ministry has helped usher thousands of lives into our community, lives that today are beginning their own families.

These families are caught in a crisis and often without a stable relationship in their lives to give them advice, support and direction. Doors of Hope has crossed many barriers over the years; volunteerism, finances, languages, politics and legislation. They have never given up, backed down nor "taken a break." They cannot take a break, because the unborn need a voice and cannot afford for those who represent them to take time off.

Doors of Hope, Linda and her staff are extremely well thought of in Madera. They look to help other community organizations and participate in community building events. They are a serving, loving, non-judgmental essential part of the community here. They breathe life into the very mouth of death. They turn mourning into dancing! They bring hope to the hopeless. We, along with many other churches in Madera, do a lot to make sure this knowledgeable service is available for the people of our community. Apart from Doors of Hope, we would only be able to accomplish a small percentage of what they have learned and been entrusted to deliver to people in their desperate hour of need.

Any help that your organization can give Doors of Hope would be extremely appreciated by myself, our congregation and the community of Madera. Thank you for your time and if I can be of any other assistance, please feel free to call me at (559) 674-8922 or email me at [l.leach@maderavwcc.com](mailto:l.leach@maderavwcc.com).

Sincerely,

A handwritten signature in black ink, appearing to be "Lance Leach", with a long, sweeping horizontal line extending to the right.

Lance Leach  
Pastor VWC

**Roger D. Leach, Senior Pastor**

101 West Adell Street, Madera, California 93638 • Office (559) 674-8922 • Fax (559) 674-8955

[www.maderavwcc.com](http://www.maderavwcc.com)

## Survey for DOH

From: linda@lindagarner.me

To: doorsofhopemadera@sbcglobal.net

Date: Wednesday, May 26, 2021, 11:09 AM PDT

----- Original Message -----

Subject:

From: [+15592329129@myboostmobile.com](mailto:+15592329129@myboostmobile.com)

Date: Wed, May 26, 2021 11:02 am

To: [linda@lindagarner.me](mailto:linda@lindagarner.me)

To whom it may concern,

I have been acquainted with Doors of Hope Center from its inception. I have observed it develop from small beginnings to become a greatly effective asset to the Madera community.

Family counseling, the providing a practical items such as clothing for babies, diapers etc. They have served our community well. Many families have been helped that might have fallen through the cracks otherwise.

I fully endorse their work and believe they are worthy of any assistance that can be afforded their mission to help others.

Respectfully yours,

Pastor John Pursell

## Survey- Brittany Gallegos

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From: Brittany Gallegos (brittany23\_renee@yahoo.com)

To: doorsofhopemadera@sbcglobal.net

Date: Thursday, May 13, 2021, 8:59 PM PDT

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Hello, I am a current client. Yes I received the help I needed. I was homeless at the time with 2 children and I was in need of diapers, prayer, and support. I received just that and more from this agency! They supplied me with baby wipes, hand sanitizer, face masks, and antibacterial wipes. So handy in these difficult times! I was most definitely treated with respect. Yes I received resources for my children. I learned about how to deal with their temper tantrums and some techniques to help with it. I am so grateful for Doors of Hope, truly a blessing from God. Thank you and may God's blessing continue to pour out on you all!!

**Attachments: Letters, Comment Forms and copies of Exit Forms from Community members, current and former clients.**

**Due to Confidentiality rules:**

**Names on some forms have been blacked out.**



## Client's Personal Comments

Please share any comments regarding Doors Of Hope and it's services.

Examples: Was class beneficial? Personal thoughts regarding class material. Were you treated with respect?  
Was staff helpful? Would you refer others to Doors Of Hope?

Name: Clement [REDACTED] Date: 5-19-21

Comments: I started here at Doors of hope, on 3-8-21.  
I didn't realize how great this program is, I mean  
the very first time I came through the doors I was treated  
with respect, the staff was very helpful in every way. But  
the Biggest thing that stood out for me was that everything  
that was being taught was Based on the Word of God,  
that means so much to me. Also the Material is  
Really good and very helpful in what I need help in.  
I took an Anger Management Class at Margery Mason Center  
about 2-3 years ago. let me tell you the way I walked in  
is the way I walked out I learned nothing from that class  
it was a waste of 300 dollars. So with that being said  
I will refer Doors of hope to anyone who truly is  
looking for change in their life.

## Client's Personal Comments

Please share any comments regarding Doors Of Hope and it's services.

Examples: Was class beneficial? Personal thoughts regarding class material. Were you treated with respect?  
Was staff helpful? Would you refer others to Doors Of Hope?

Name: Tisha [REDACTED]

Date: 5/20/21

Comments:

The staff at Doors of Hope were not only respectful but extremely helpful. I came to them for help at one of lowest times in my life. They were very knowledgable and taught me practical strategies to use in my life. The best part was that these strategies were taught along side of my beliefs. I felt very comfortable and was able to discuss personal issues with confidence that it was confidential. I would recommend Doors of Hope to anyone who is struggling with divorce or co-parenting. I actually have to my brother and good friend who are struggling with divorce and co-parenting.



## Client's Personal Comments

Please share any comments regarding Doors Of Hope and it's services.

Examples: Was class beneficial? Personal thoughts regarding class material. Were you treated with respect?  
Was staff helpful? Would you refer others to Doors Of Hope?

Name: Allisson [REDACTED] Date: 5/20/21

Comments:

Doors of Hope has been such a blessing to me and my children. They have helped me in many ways financially, emotionally, and with the classes the offer they have educated me. During the time they offered diapers was very much a God sent because financially I was in the roughest point in my life, it released such a huge weight on my shoulders knowing my children would have the necessities a child needs. I would say it was a hand up because they provided diapers to parents in need but they also offered classes for parents and they have a wide variety of material so it helped me on my parenting skills, and what to expect out of my children and so on. The knowledge I've gained has helped create a happy home for my kids and especially the diapers has made me feel the spirit of Christmas many times throughout a year. I can't express how grateful I am.



Client: # \_\_\_\_\_  
\_\_\_\_/\_\_\_\_/\_\_\_\_ ID Copy ☐  
Advocate: \_\_\_\_\_

## SERVICES EVALUATION FORM

Doors of Hope Center

Please take a moment to help Doors of Hope Center enhance its services to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name  
Nombre

Stephanie [redacted]

Circle One  
Circulo Uno

1. Did your Client Advocate seem interested and sensitive to you and your needs?

*¿Le pareció nuestro representante interesado y sensible a usted y a sus necesidades?*

☒ Yes / ☒ Sí

No

Comment regarding Advocate: Always very interested,  
helpful, & listened well.

2. Were the Center's services helpful to you?

*¿Fueron los servicios del centro útil?*

☒ Yes / ☒ Sí

No

Comments/suggestion on how we can improve services: Educational  
& valuable

3. Were you provided information and/or materials regarding your needs or situation?

*¿Se le dio información y materiales sobre sus necesidades o situación?*

☒ Yes / ☒ Sí

No

Comment/Suggestions: Given extra books or even printed  
chapters that pertained to issues we  
discussed

4. Did you feel free to talk about personal issues?

*¿Se sintió libre para hablar de asuntos personales?*

☒ Yes / ☒ Sí

No

5. Would you recommend our facility and services to others?

*¿Recomendaría nuestro centro y servicios a los demás?*

☒ Yes / ☒ Sí

No

Comments, suggestions, or prayer requests: *Comentarios, sugerencias o peticiones:*

Appreciated them so much

Client's Signature: [redacted]

Date 7-8-20

Advocate [redacted]

Dates 7-8-20

## SERVICES EVALUATION FORM

Doors of Hope Center

Please take a moment to help Doors of Hope Center enhance its services to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name \_\_\_\_\_  
 Nombre \_\_\_\_\_

Circle One  
 Circulo Uno

1. Did your Client Advocate seem interested and sensitive to you and your needs?

¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?

Comment regarding Advocate: Advocates were very helpful with my needs/concerns.

☒ Yes/Sí

☐ No

2. Were the Center's services helpful to you?

¿Fueron los servicios del centro útil?

Comments/suggestion on how we can improve services: Keep up the good work, no need to improve

☒ Yes/Sí

☐ No

3. Were you provided information and/or materials regarding your needs or situation?

¿Se le dio información y materiales sobre sus necesidades o situación?

Comment/Suggestions: NONE

☒ Yes/Sí

☐ No

4. Did you feel free to talk about personal issues?

¿Se sintió libre para hablar de asuntos personales?

☒ Yes/Sí

☐ No

5. Would you recommend our facility and services to others?

¿Recomendaría nuestro centro y servicios a los demás?

☒ Yes/Sí

☐ No

**Comments, suggestions, or prayer requests:** Comentarios, sugerencias o peticiones:

Thank you for all your help. Please continue to pray for my friends, coworkers and family.

Client's Signature: \_\_\_\_\_

Date 10/26/20

Advocate \_\_\_\_\_

Dates \_\_\_\_\_

10/26/20



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Name \_\_\_\_\_  
 Nombre \_\_\_\_\_

Circle One  
 Circulo Uno

1. Did your Client Advocate seem interested and sensitive to you and your needs?

*¿Le pareció nuestro representante interesado y sensible a usted y a sus necesidades?*

☒ Yes/Sí ☐ No

Comment regarding Advocate: Always very interested,  
helpful, & listened well.

2. Were the Center's services helpful to you?

*¿Fueron los servicios del centro útil?*

☒ Yes/Sí ☐ No

Comments/suggestion on how we can improve services: Educational  
& valuable

3. Were you provided information and/or materials regarding your needs or situation?

*¿Se le dio información y materiales sobre sus necesidades o situación?*

☒ Yes/Sí ☐ No

Comment/Suggestions: Given extra books or even printed  
chapters that pertained to issues we  
discussed

4. Did you feel free to talk about personal issues?

*¿Se sintió libre para hablar de asuntos personales?*

☒ Yes/Sí ☐ No

5. Would you recommend our facility and services to others?

*¿Recomendaría nuestro centro y servicios a los demás?*

☒ Yes/Sí ☐ No

**Comments, suggestions, or prayer requests:** *Comentarios, sugerencias o peticiones:*

Appreciated them so much

Client's Signature: \_\_\_\_\_ Date 7-8-20

Advocate \_\_\_\_\_ Dates \_\_\_\_\_

# SERVICES EVALUATION FORM

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Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name  
Nombre

Tisha [Redacted]

Circle One  
Circulo Uno

1. Did your Client Advocate seem interested and sensitive to you and your needs?

¿Le pareció nuestro representante interesado y sensible a usted y a sus necesidades?

Yes/Sí

No

Comment regarding Advocate: She was very nice and helpful in everything we did.

2. Were the Center's services helpful to you?

¿Fueron los servicios del centro útil?

Yes/Sí

No

Comments/suggestion on how we can improve services: \_\_\_\_\_

3. Were you provided information and/or materials regarding your needs or situation?

¿Se le dio información y materiales sobre sus necesidades o situación?

Yes/Sí

No

Comment/Suggestions: \_\_\_\_\_

4. Did you feel free to talk about personal issues?

¿Se sintió libre para hablar de asuntos personales?

Yes/Sí

No

5. Would you recommend our facility and services to others?

¿Recomendaría nuestro centro y servicios a los demás?

Yes/Sí

No

Comments, suggestions, or prayer requests: Comentarios, sugerencias o peticiones:

This really helped me with my relationships and relationship with God.

Client's Signature:

Tisha [Redacted] Date 4/8/21

Advocate

[Signature]

Dates

4/8/21



We would appreciate your comments regarding your time here at Doors Of Hope and the Anger Management sessions. Thank you.

I really liked the lessons we did and I definately feel like this has helped and will continue to help in the future! Barbra was a phenominal instructor who not only listened to what I needed she also gave great advice and never made me feel bad about anything that was going on and I appreciate that! She will definately be missed and I would recomend these courses to anyone needing help!

Have you previously been seen at Doors of Hope? If yes, please notify receptionist before completing form.

Name \_\_\_\_\_ Date \_\_\_\_\_


**Services (for women & men)**

☐ Check if class is required by DSS/CPS or Family Court or Other

- ☐ Parenting Classes      ☐ Co-Parenting Classes      ☐ Anger Management Classes  
☐ ACE Overcomers Counseling      ☐ Abstinence and STI Education      ☐ Abortion Procedures Edu.  
☐ Free Self-Administered Pregnancy Test      ☐ Adoption Info & Referrals  
☐ Material Resources & Referrals      ☐ Personal Peer Counseling/Mentoring

**How did you hear about Doors Of Hope?**

☐ Sign    ☐ Friend/Relative    ☐ Church    ☐ Government Agency    ☐ Internet    ☐ Other \_\_\_\_\_

**YOUR PERSONAL INFORMATION (please print clearly)**

☐ FEMALE      ☐ MALE      Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_      Current Age \_\_\_\_\_  
 First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 Phone Number (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_, CA Zip Code \_\_\_\_\_  
 Best way to contact you?    ☐ Call or Text    ☐ Email    ☐ DO NOT CONTACT ME

**DEMOGRAPHIC INFORMATION (For statistical purposes only) Please answer each question.**

**ETHNIC BACKGROUND/RACE:**    ☐ African American    ☐ Asian/Pacific    ☐ Caucasian/White  
☐ East Indian    ☐ Hispanic/Latin American    ☐ Native American    ☐ Other \_\_\_\_\_

**MARITAL STATUS:** Are you legally Married to your partner?    ☐ YES    ☐ NO  
☐ In Committed Relationship    ☐ Single    ☐ Engaged    ☐ Separated    ☐ Divorced    ☐ Other \_\_\_\_\_

**LIVING ARRANGEMENTS:** I Live With:    ☐ My Husband/Wife    ☐ My Boy/Girlfriend    ☐ Alone  
☐ With My Children    ☐ With Parent(s)    ☐ Relatives    ☐ Group/Sober Home/Shelter    ☐ Homeless

**EDUCATION - ARE YOU CURRENTLY ATTENDING SCHOOL?**    ☐ YES    ☐ NO  
 If yes... Where?    ☐ Middle School    ☐ High School    ☐ College    ☐ Trade School

**SOURCE OF INCOME:**    ☐ NONE    ☐ JOB    ☐ Unemployment    ☐ TANF/SSI    ☐ Dependent  
    ☐ Child Support

**INCOME LEVEL:**    ☐ \$0-\$12,000    ☐ \$12,500 - \$33,450    ☐ \$14,350-\$38,200    ☐ \$16,150-43,000    ☐ \$17,900-\$47,750  
                                  ☐ \$19,350-\$51,600    ☐ \$20,800-\$55,400    ☐ \$22,200-\$59,250    ☐ \$23,650-\$63,050+

**HEAD OF HOUSEHOLD:**    ☐ Myself    ☐ Husband    ☐ Wife    ☐ Parents    ☐ Other \_\_\_\_\_

**TOTAL NUMBER OF CHILDREN IN HOME - How many ages 0-5: \_\_\_\_\_ Total number under 18: \_\_\_\_\_**

Client Signature \_\_\_\_\_ Date \_\_\_\_\_





Client: # \_\_\_\_\_  
\_\_\_\_/\_\_\_\_/\_\_\_\_ ID Copy ☐  
Advocate: \_\_\_\_\_

## EXIT FORM FORMA DE SALIDA

**Doors of Hope Pregnancy Resource Center**

Please take a moment to help Doors of Hope Pregnancy Resource Center enhance its service to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Pregnancy Resource Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name _____ Nombre _____	Circle One Circulo Uno
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1. Did your Client Advocate seem interested and sensitive to you and your needs?

¿Le pareció nuestro representante interesado y sensible a usted y a sus necesidades?

Yes/Sí

No

2. Were the Center's services helpful to you?

¿Fueron los servicios del centro útil?

Yes/Sí

No

3. Were you provided information and/or materials regarding your needs or situation?

¿Se le dio información y materiales sobre sus necesidades o situación?

Yes/Sí

No

4. Did you feel free to talk about personal issues?

¿Se sintió libre para hablar de asuntos personales?

Yes/Sí

No

5. Would you recommend our facility and services to others?

¿Recomendaría nuestro centro y servicios a los demás?

Yes/Sí

No

Comments, suggestions, or prayer requests: Comentarios, sugerencias o peticiones:

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Firma de Cliente \_\_\_\_\_ Fecha \_\_\_\_\_

FOR OFFICE USE ONLY USO DE OFICINA SOLAMENTE

Seen by \_\_\_\_\_

On \_\_\_\_/\_\_\_\_/\_\_\_\_



**Doors of Hope Pregnancy Resource Center**  
**500 E. Almond Ave., Suite 5A**  
**Madera, CA 93637**

# Exhibit B

## FY 2021-22 CDBG PROJECT

AGENCY: Doors Of Hope (Parenting) Pregnancy Care Center

PROJECT NAME: Building Better Parents

### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	<u>\$4,000.00</u>
Supplies	<u>\$1,200.00</u>
Postage	<u>\$1,000.00</u>
Consultant Services	<u>\$2,000.00</u>
Maintenance/Repair	<u>\$750.00</u>
Publications/Printing	<u>\$600.00</u>
Transportation/Travel Required for Business	<u>\$1,000.00</u>
Rent (portion allocated to this program)	<u>\$9,600.00</u>
Equipment Rental	<u>-0-</u>
Insurance	<u>\$2,200.00</u>
Utilities	<u>\$1,800.00</u>
Telephone	<u>\$1,440.00</u>
Other Expenses (Specify):	<u>\$5,415.00</u>

Storage	\$2,400.00
Website	\$115.00
Support Contract	\$900.00
Client Exp. (classroom materials/programs)	\$2,000.00
Total of Other Expenses:	\$5,415.00

### CIP REQUESTS ONLY:

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services Construction Management Other

Expenses (Specify):

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**TOTAL CDBG PROJECT BUDGET:     \$31,005.00**



# Exhibit C

CITY OF MADERA

## Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION:      Doors of Hope Pregnancy Care Center  
   PO BOX 515  
   Madera, CA 93639

PROJECT TITLE: Building Better Parents

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:**

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

## Attachment 3

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$5,000) WITH  
MADERA COALITION FOR COMMUNITY JUSTICE**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Madera Coalition for Community Justice in the amount of \$5,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*



# Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Madera Coalition for Community Justice, hereafter referred to as "SUBRECIPIENT."

### **RECITALS**

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

### **AGREEMENT**

#### **1. Services**

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

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

##### **a. Compensation**

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$5,000.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

In addition, if the Subrecipient receives CDBG funds under this Agreement, the

subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in

writing by the City Manager, or his designee.

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement,



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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during

the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

#### Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

## Additional Insurance

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

### 26. Violation of Federal Rules and Regulations

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

### 27. General Provisions

#### a. Entire Agreement

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

#### b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
Madera Coalition for Community Justice  
219 S. D Street  
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

**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: \_\_\_\_\_  
Santos Garcia, Mayor

By: Loures Herrera  
Loures Herrera, Director

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

Date: 7/2/2021

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

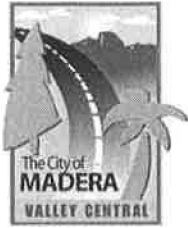
By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

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

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

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

## Exhibit A



### CDBG 2021/2022 GRANT APPLICATION

#### Public Services

#### COVER SHEET



Application due date: On or before **May 28, 2021 by 5:00 PM**  
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) <b>DATE &amp; TIME SUBMITTED:</b>	
Applicant Name: <b>Madera Coalition for Community Justice</b>	
Physical Address: <b>219 S. D St.</b>	
Mailing Address:	
Program Name: <b>Madera Youth Leaders Street Art Project</b>	
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: <b>77-0391942</b>	
Grant Administrator (Principal contact)	Lourdes Herrera Director
First & Last Name and Title:	559-661-1879; lourdes@maderaccj.org
Telephone Number and Email Address:	
Program/Project Administrator (Manages Day-to-Day Tasks of Program) Same as above	
First & Last Name and Title:	
Telephone Number and Email Address:	
Amount Requested: \$ <b>33,670</b>	

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<p>1 original completed application</p> <p><input checked="" type="checkbox"/> Font: 12 point</p> <p><input checked="" type="checkbox"/> Paper: 8 1/2 x 11</p> <p><input checked="" type="checkbox"/> Single-sided, <u>no double-sided pages</u>, single-spaced and numbered consecutively</p> <p><input checked="" type="checkbox"/> One-inch top, bottom, left and right margins</p> <p><input checked="" type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)</p> <p><input checked="" type="checkbox"/> No dividers</p>	<p><input checked="" type="checkbox"/> Grant Application Coversheet</p> <p><input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance &amp; Applicability)</p> <p><input checked="" type="checkbox"/> Program/Project Timeline</p> <p><input checked="" type="checkbox"/> Budget Table</p> <p><input type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)</p> <p><input type="checkbox"/> Marketing/Outreach Plan</p> <p><input type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)</p> <p><input checked="" type="checkbox"/> References</p>
--	---

### Submittal Option

- 1) Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)



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. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

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

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

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.

Which National Objective does your program meet? See narrative

Which measurable objectives does your program meet?

How will your program meet its goals in one year? See narrative

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

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).

See narrative.

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

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.

See narrative.

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

See narrative.

Discuss your program's/project's successes.

See narrative.

Discuss your program's/project's past performance (2015 to 2020).

See narrative.

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

See narrative.

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

The Madera downtown has been in steady decline since the 80s. The older generation often harkens back to the “good old days” and stay away from the downtown referring to it derogatorily as “Little Tijuana.” Despite the previous best efforts of the city’s redevelopment agency, most of the downtown remain blighted. Since the pandemic, there have been more empty storefronts and fewer foot traffic. While most Maderans stay away due to the fear of crime, it is still frequented by new immigrants and farmworkers. Public art has the transformative power to build pride in the neighborhoods while expressing the world-view of community members, where they come from, what they do and how they connect to each other. More specifically, street art has the effect of bridging community values between the young and old. Furthermore, it facilitates youth engagement especially in terms of supporting them in becoming more positively involved with public space and art. In Madera, many teens are isolated – there is little in terms of program activities.

Separately, youth is an underutilized and overlooked resources. Too often, the adult world seeks to do things for them or to do things to them when they misstep. MCCJ’s vision is to combine education and activism as the cornerstone of a sustainable community, in which youth live their lives consciously choosing actions that ensure a healthy quality of life. Its mission is to harness the collective vision, energy, and talent of youth and to parlay those expressions in ways that are collaborative and constructive to better the community by providing them with leadership development, educational tools and access to network of resources.

**EXISTING SERVICES:** List other agencies currently addressing the need or problem described above. Explain how your program supplements or complements existing services without duplicating them.

There is a dearth of youth programs in the City and the need was magnified manifold following the pandemic when youth were forced to stay at home for over a year depriving them of the very necessary social interaction that is critical to their emotional and intellectual development. Certainly, there are no art programs offered saved for limited instances of school art activities and private classes offered at the Madera Circle Art Gallery.

MCCJ projects go beyond doing the critical work in the community to bring about economic equity, social and environmental justice -- it seeks to actively engage its constituents to become a catalyst and to actively engage them in fashioning the solution. The proposed project offers a multi-faceted framework that uses the community as the forum for catalyzing new thinking, social interaction, cooperative and collaborative activities, real-life learning, and problem-solving. In that connection, it provides a context for addressing barriers in the local socio-political, environmental and educational system that circumscribe their quality of life, developmental needs and social engagement.

Madera Youth Leaders Street Art Project is creative placemaking at its best connecting community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the place they live in and allows youth to exercise transformative agency by reclaiming public space as a forum to take action for positive change. The proposed project brings arts and culture to make safe and improve the place where they live. It places youth, front and center, as "stewards" of the place and space where they live and learn. By extension, it provides links to multiple sectors of the community. The project activities will be designed by youth, planned by youth, and implemented by youth, with the support, guidance, mentoring and training provided by MCCJ staff, California Rural Legal Assistance, other local artists and experts.

It would provide a youth voice that integrates them into public life while providing a positive, supportive and active engagement in the community. It keeps them grounded and gives them a sense of place. (MYLSAP can provide a new forum for all sorts of visual and cultural art and music and other performance art where students can freely and openly learn and participate in.) At the same time, it invigorates the larger community and provides a healthy injection of creative energy that is sorely needed. From the City's perspective, the project begins to build a healthy community that revitalizes the economy of the downtown making it accessible, attractive and exciting, promotes healthy living, lowers crime and increases civic participation and political engagement.

The project seeks to establish a “public art space” in downtown Madera that will be spearhead by a cadre of youth. MYLSAP will utilize the downtown area as a canvas as it were where sanctioned spaces (buildings/alleys with owner consent) and/or structures & street furniture (e.g., bus shelters, benches, garbage receptacles, etc.), alleys, parking lots, etc. in downtown Madera will be decorated and/or display street art. For example, MCCJ at the invitation of the former Park and Recreation director created a proposed image of a wall mural for a City-owned building used by Mt. Vista High School. (The image was created jointly with students at the school but never went forward due to change of administration.) See attached image. Alternatively, they can be placed on movable walls, banners and/or created for installation at the art gallery, library, public buildings (e.g. City Hall) or MCCJ’s community garden on the corner of Lake and Central. Moreover, it could be a community project at a public venue where local residents are invited to contribute their artwork to an outsized exhibit that will be publicly displayed. Ideally, this campaign will be a part of the City’s revitalization of its downtown and serve as a beginning effort to create a hub -- a gathering place for youth and denizens from the eastside of town to mingle, shop, eat, transact services, etc. Moreover, it will provide a creative space for youth to engage different groups and to be recognized by a wider public audience as a place that hosts educational and cultural events and a welcoming place that promotes public discourse and the exchange of ideas. The overarching purpose is to use art as the driver that reweaves the downtown fabric, restoring it former prominence as a center of community activities. The return of foot traffic has the impact of making the downtown lively, active, attractive, safe and pedestrian friendly which in turn promotes economic activities that translate to jobs and increased property value. In that connection, future directions call for networking with the Madera County Arts Council along with Madera Unified School District to initiate an “Art Hop” that invites local youth street artists to contribute their artwork, show and tell, and provide a platform for other youth to learn and compete and offer art classes and activities.

Secondarily, MYLSAP will align with and build on the ongoing activities of the Madera Youth Leaders. Madera Coalition for Community Justice is committed to developing a generation of Madera youth who are academically high achievers, leaders and active citizens offered through its youth enrichment program, a school-year program that engage youth in a unique teaching and learning experience integrating academic study and community service. The program is based on an experiential teaching methodology called service learning that links academic curriculum to community service. This methodology allows students the opportunity to learn and develop active citizenship through experience and active participation.

Further, the project will extend and support youth’s academic knowledge in the five disciplines of STEAM education (science, technology, engineering, art, and mathematics) through the substantive teaching and learning and interactive experiences of the cohort. Still further, civic education has recently become a focus of attention in California and in the nation. This project will incorporate student academic learning with adolescent development. The latter, social and emotional learning, will be an integral part of the planned activities where students

apply the knowledge, skills and values to collaborate with peers to develop and deliver a community project. MYLSAP will provide students with a learning environment and experience that are conducive to nurturing their self-awareness, self-behavior management, responsible decision-making, relationship building and civic engagement. The cohort will be seamlessly guided through a curriculum and systematic approach to work in collaboration with community partners to develop a service project(s).

#### TIME LINE

The program will be comprised of two core components. **The first component (months 1-3) will be the planning process and plan preparation, and the second component (months 4-12) will be the plan implementation.** Ten to fifteen youth will be recruited from the local high schools for this year-long project. (It is anticipated that each event will involve and include additional youth from the Eastside Madera.) They will meet biweekly or as frequently as needed. The youth group will be guided by the MCCJ staff coordinator to navigate the technical, political, legal and administrative considerations attending to this project. The project will begin with the hiring of a coordinator and student recruitment in the first month. These youth will be educated on a broad range of issues in order to develop a comprehensive plan that is essential to implement the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action research and mapping assessment. They will also engage in maintenance activities: leadership development, teambuilding and relationship-building opportunities with adult allies. They will have opportunities to meet with public officials and agency staff. An advisory committee may be established consisting of local stakeholders including elected officials, staff, MUSD representatives, local artists, art council personnel, etc.

In the second part of the program, the youth will begin by mapping community assets and resources, convene forums where they learn and listen to the community regarding goals, perception, problems and possibilities of public art, write letter to editor and collaborate on news story published in local and school newspapers, prepare a report of findings and recommendations, bring key stakeholders together to develop a shared vision, visit six street art sites around the state, conduct research, network with other street art communities, and consult with local and regional street art experts for technical assistance on specific art projects and promoting public art spaces. Throughout the project life, there will be opportunities for the youth to reflect and regroup. There will be time scheduled to allow them to reflect on what they've learned and impact of their experience. Program activities will be planned and coordinated in a manner that provides a continuous loop of feedback that allows staff to monitor results, effectiveness and impact.

The youth will develop an action plan with goals linked to specific actions. Each goal will be broken into specific steps assigned to specific individuals. They will establish the time frame for the planning process and implementation schedule that links budget and task responsibilities. Further, they will conduct face-to-face /meeting/workshops with stakeholders to review and research suitable sites/"targets," flesh out problems, issues and concerns, consider budget and

resource availability, develop vision for a plan, develop plan goals and objectives, generate and evaluate plan options and adopt best plan. During the course of these activities, they will collectively determine common thread issues including: site selection, display format, motifs, themes and/or cultural symbols, images and/or styled street art-writing, governance, rules of operation, and criteria for idea selection. They will also participate in developing effective communications, outreach and education tools. The youth will be involved in the day-to-day responsibility of implementing and running the project under the supervision of the staff coordinator.

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

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of goals and compliance with budget outlay.

There are important indicators that will measure successes or failures: retention rate of over 70% of participants; increase knowledge, confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 50% of members participate in college outreach; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume leadership roles in assigned activities; increased knowledge of current events and local issues in the City, increased understanding, skills, and knowledge of schools, local government, public hearing process, and budgets; enhanced confidence and skills in public speaking; understanding of leadership development; deeper appreciation of cooperation and collaboration; and attendance at least one public hearing. Separately, there will be periodic evaluations by participants and partners on the program and/or activities. These important "lessons learned" will be shared with participants, community partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by MCCJ director to the board monthly.

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

- Improve the quality and access to programs and facilities for ... recreational services.



- Enhance the economic well-being of all citizens through educations and training ...
- Enhance the quality and use of the physical infrastructure of Madera.

**Which measurable objectives does your program meet?**

MYLSAP aligns with the following:

1. Provide health and wellness activities for youth such as teen activity programs and community-led activities.
2. Initiate campaign to increase downtown revitalization.

Project combines the two objectives to expand opportunities to underserved youth by introducing an intersection of art and civic engagement in a planned fashion that brings people together and build relationships in the community. The artistic creativity, expressions and vision in tandem with collaboration are the building blocks to community development and downtown revitalization. The bottom line is that builds social capital through the youth activities while at the same time improve the physical infrastructure of the downtown and surrounding neighborhoods.

**How will your program meet its goals in one year? What financial resources, other than City are available for this program?**

Staff coordinator will vigilantly follow the action plan and activities adopted to ensure that all the goals are attained. See evaluation above.

There are no other resources sought.

**Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.**

No.

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

There are no proposed plans for fund raising at this time. However, if opportunities arise in the future, MCCJ is committed to pursuing them.

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

The pandemic really tamped things down. While it did not initiate a formal survey, through its many different projects at different venues and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made

aware of the dire need for youth activities. In its parent classes and resource centers, participants have consistently expressed concerns about the lack of youth activities. In fact, the pandemic lay bare the lack of youth activities in the City at a time when they were forced to stay at home which curtailed severely curtailed social interaction with peers and collective activities.

There were no records maintained that documented this need.

**When there is an overflow of clients, how is it determined whom to serve? Discuss your program's/project's successes.**

The project is designed to be flexible. Every effort will be made to include as many youth as practicable. Those that are part of the core group will nevertheless be encouraged to participate in planned activities.

**Discuss your program's/project's past performance (2015 to 2020).**

MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; 6) Proposed mural at Mt. Vista High School and 7) "We Are One" mural exhibit currently installed at the Circle Art Gallery (<https://www.youtube.com/watch?v=Pk5vSqwUXto>). See photo attachments of the aforementioned.

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

Records will be kept of all participants and running summary of activities/services undertaken.



CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	75	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	75	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
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 +
		5	50	20				
GENDER	Female	45						
	Male	30						
FEMALE HEAD								

<b>Ethnic Categories*</b>	<b>No.</b>
Hispanic or Latino	60
Not-Hispanic or Latino	15
<b>Racial Categories*</b>	
American Indian or Alaska Native	
Asian	5
Black or African American	3
Native Hawaiian or Other Pacific Islander	
White	5
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" 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.

## FY 2021-22 CDBG PROJECT

**AGENCY:** Madera Coalition for Community Justice

**PROJECT NAME:** MYL Street Art Project

### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	\$ 2,500.00
Supplies	100.00
Postage	
Consultant Services	3,500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	2,000.00
Equipment Rental	1,250.00
Insurance	
Utilities	
Telephone	600.00
Other Expenses (Specify):	23,620.00
See attached appendix	

### CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

**TOTAL CDBG PROJECT BUDGET:**

\$ 33,670.00

## **CDBG Budget Appendix**

### **Other expenses:**

#### **Personnel (salary/benefits)**

Staff coordinator - .25 FTE .....	\$10,920
Assistant coordinator - .12 FTE .....	\$5700
Youth Stipends (15) .....	\$1500

#### **Direct expenses:**

Food & drinks (meetings) .....	\$1300
Auto rental (2 vans), gas & parking; food (3 day trips) .....,,	\$2400
Paint/material .....	\$ 1800

## CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
2. Note complaints that have been received, etc.  
N/A
3. Evidence of collaboration with other agencies within the community.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

## 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
Eddie Ocampo	Director	Self-Help Housing	559-802-1683	EddieO@selfhelpenterprises.org
david Hernandez	Director of Comm. Services	Madera Unified school Dist.	559-416-5814	davidhernandez@maderausd.org
Nayamin Martinez	Director	CCEJN	559-907-2047	nayamin.martinez@ccejn.org

## **Attachment 2**

### **Application Page 2**

- There is no supporting documentation of staff work because a new employee will be recruited, interviewed and hired.
- Marketing/outreach plan is contained in the narrative of the application.
- Client eligibility will be verified in the application process.

### **Page 13**

1. Citizen Support – See discussion in narrative.
2. None.
3. In 2020, as lead organization in the 2020 Census Campaign, MCCJ collaborated with over 60 agencies, organizations, religious entities, state, regional, county and city officials and staff.

**SPONSORING AGENCY MANAGEMENT**

**CORPORATION DIRECTORS:**

How often does the Board meet? monthly

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

5-8

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

4 Minimum 12 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. NA

How often are financial records audited, and by whom? Craig & Associates

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

If so, for how much? NA

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

NA

List any outstanding obligations:

NA

**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on 5/25/21, 2021, 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 25, 2021

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 219 S. D St.

TELEPHONE: 559-661-1879

Email Address: Maderaccj@yahoo.com

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: LOURDES HERRERA  
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

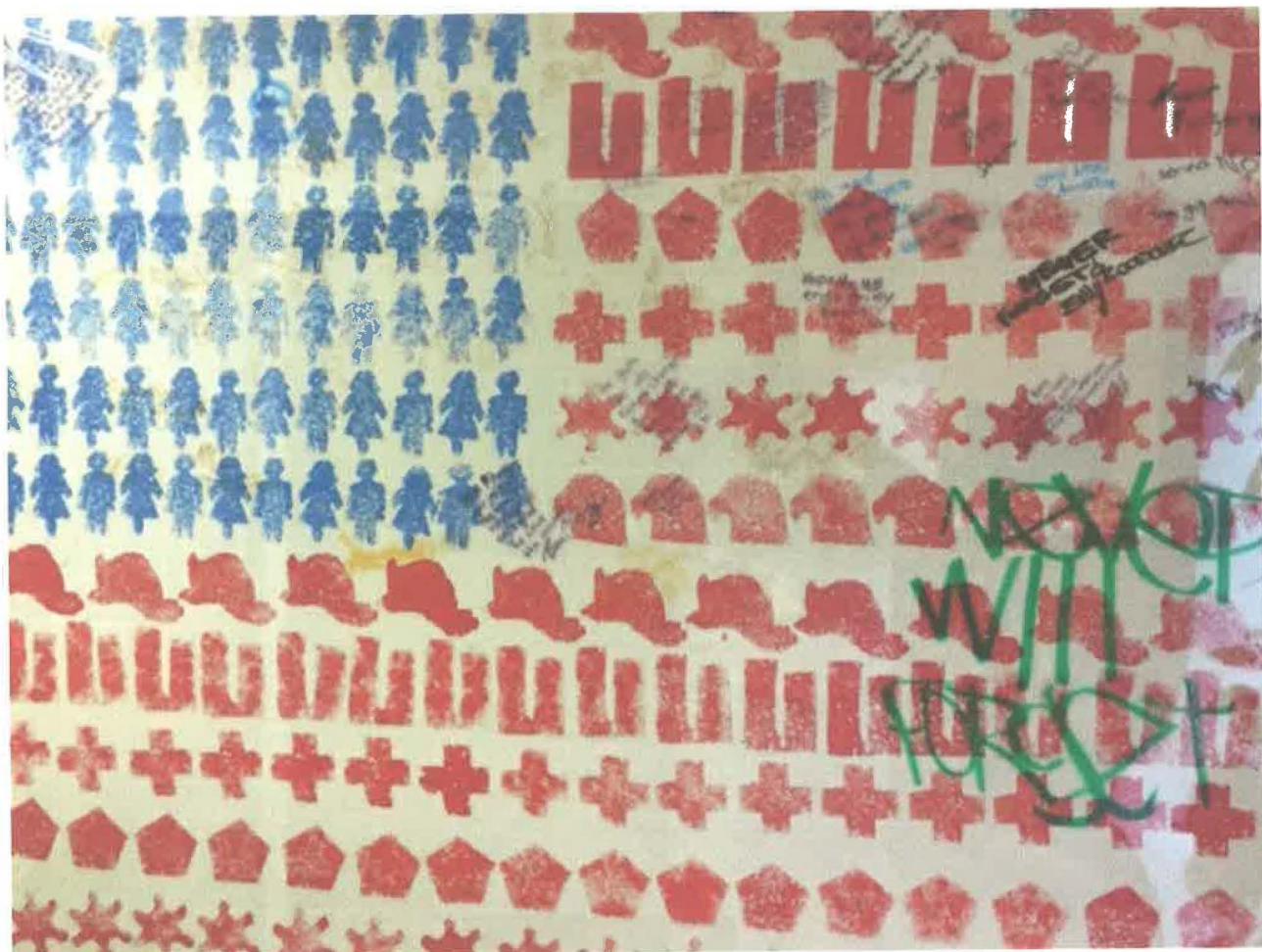
DUE DATE: May 28, 2021, 5:00 p.m.

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













# Paint Downtown







Nà nákani ini yó  
Xà á ná yivi tiun

حيات السور قهنا

# 人民的命是命

Videos De Color Importan

# करना जीवन सुलभ

**Badguy and Irimna Buhay**

BLACK LIVES MATTER

2000



akani ini yó  
na yivi tuun

حيات السود

ਜੀਵਨ ਸੁਰੂ ਹੋ

aldas De Color Importan

करना जीवन सुलझान

Bagay ang Him na Buhay

BLACK LIVES MATTER

"Only Their Names"



OSCAR GRANT



SEAN BELL



KENDREC MCDADE



ERIC GARNER



BREONNA TAYLOR



TAMIR RICE



FREDDIE GRAY



NATASHA MCKENNA



MICHAEL BROWN







## Exhibit B

### FY 2021-22 CDBG PROJECT

**AGENCY:** Madera Coalition for Community Justice

**PROJECT NAME:** MYL Street Art Project

#### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	\$ 2,500.00
Supplies	100.00
Postage	
Consultant Services	3,500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	2,000.00
Equipment Rental	1,250.00
Insurance	
Utilities	
Telephone	600.00
Other Expenses (Specify):	23,620.00
See attached appendix	

#### CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

**TOTAL CDBG PROJECT BUDGET:**

\$ 33,670.00



# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

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

PROJECT TITLE: Madera Youth Leaders Street Art Project

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:**

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

## Attachment 4

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$17,856) WITH  
MADERA RESCUE MISSION**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Madera Rescue Mission in the amount of \$17,856 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Rescue Mission.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Madera Rescue Mission, hereafter referred to as "SUBRECIPIENT."

### **RECITALS**

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

### **AGREEMENT**

#### **1. Services**

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "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 tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$17,856.30 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for



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

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
Madera Rescue Mission  
PO BOX 642  
Madera, CA 93639

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

c. Interpretation.

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

d. Severability.



In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

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

**CITY OF MADERA:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

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

**ATTEST:**

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

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

**MADERA RESCUE MISSION:**

By: \_\_\_\_\_  
Jesse Chavez, Executive Director

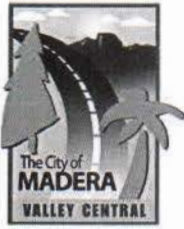
Date: 07/06/2021

**APPROVED AS TO LEGAL FORM:**

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

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

## Exhibit A



### CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET



Application due date: On or before **May 28, 2021 by 5:00 PM**  
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only)

**DATE & TIME SUBMITTED:**

Applicant Name: Madera Rescue Mission

Physical Address: 1305 Clinton Street. Madera. CA 93638

Mailing Address: P.O BOX 642. Madera, CA 93639

Program Name: Homeless Services Program

If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:  
77-0144133

Grant Administrator (Principal contact)

First & Last Name and Title:

Jesse Chavez, Executive Director

(559)675-8321

jchavez@maderarescue.org

Program/Project Administrator (Manages Day-to-Day Tasks of Program)

Ligia Pacheco, Accounting

(559)675-8321:

lpacheco@maderarescue.org

Amount Requested: \$ 35,000

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<input checked="" type="checkbox"/> 1 original completed application <input checked="" type="checkbox"/> Font: 12 point <input checked="" type="checkbox"/> Paper: 8 1/2 x 11 <input checked="" type="checkbox"/> Single-sided, <u>no double-sided pages</u> , single-spaced and numbered consecutively <input checked="" type="checkbox"/> One-inch top, bottom, left and right margins <input checked="" type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format) <input checked="" type="checkbox"/> No dividers	<input checked="" type="checkbox"/> Grant Application Coversheet  <input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)  <input checked="" type="checkbox"/> Program/Project Timeline  <input checked="" type="checkbox"/> Budget Table  <input checked="" type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)  <input checked="" type="checkbox"/> Marketing/Outreach Plan <i>N/A</i>  <input checked="" type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)  <input checked="" type="checkbox"/> References
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### Submittal Option

- 1) Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)



## **CITY OF MADERA**

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION**

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

#### **Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

#### **Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

#### **Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)
- ✓ 1



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. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

**The community problem that needs to be addressed is the homeless issue. It is affecting not only residential areas and business's, but to our environment. The continued trash and human disposal on our street's is concerning not only to residents living near the river, but to The Health Department as well. According to new statistics released by Data.Census.gov. It was estimated for Madera CA to have a population of 157,327 for 2020. This is an indicator that our town will have an increase of homeless population for 2021. Added to this we have many people that have not only lost their jobs, but their houses as well due to the COVID-19.**

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

**Holy Family Table is soup kitchen that provides breakfast, Hope House provides limited daily activities for the homeless. We also assist the Madera Food Bank in distribution of food boxes to alleviate the hunger issue within our community.**

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

**Madera Rescue Mission serves all people in need as it relates to emergency shelter and or food.**

- **We have emergency housing for women and children (38 beds)**
- **We have emergency housing for men (64 beds)**
- **We serve 3 daily meals.**
- **We offer 9–12-month faith-based Recovery Program.**
- **We teach Biblical principles.**
- **We offer classes of anger management and domestic violence prevention.**
- **We offer work skills in different areas.**

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.

Which National Objective does your program meet?

**MRM meets National Objective # 1. Our services benefit the homeless, low-income families & children. MRM also works with people with substance abuse through our 9–12-month in-patient Recovery Program. MRM endeavors to provide a safe place to reside during an emergency scenario. We work arduously not only on providing temporary shelter but, connecting clients with other agencies to guide them in the process of obtaining permanent housing.**



Which measurable objectives does your program meet? How will your program meet its goals in one year?

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

**Madera Rescue Mission meets the following measurable objectives that goes according to HUD's goals:**

- We benefit low-income families and children.
- We provide decent temporary housing in a suitable living environment.
- We alleviate the hunger issue in our town.
- We serve clients with mental health problems & substance abuse.

MRM's goals will be met by the accessibility of services upon client's request and having the satisfaction of serving anyone in need with love and compassion. Within regard to financial resources, MRM, relies on our faithful monthly donors and business's. This Year, there was not a grant opportunity from Central California Women's, Conference and added to that, Walmart foundation denied our grant request for funds. We have received a promise of \$3,000K grant from Bank of America. See attached # 2.

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).

**Unfortunately for this year we won't be able to have any of our fund-raising events due to COVID-19. Our fund's will come from more of 160 faithful donors, between local business and single individuals that donate to the mission not only financially but, with clothing and food.**

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.

**Madera Rescue Mission promotes our fundraising through social media (Facebook), television, local newspaper and appearances at local churches.**

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

N/A

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

N/A

Discuss your program's/project's successes.

**MRM success hinges on people.**

- People becoming sober.
- People finding permanent housing.
- People feeling safe, and no longer hungry.

- Families restored.
- MRM success is reached by accomplishing our mission's goal, which it is to serve the least, the last and the lost with radical hospitality.

Discuss your program's/project's past performance (2015 to 2020).

**From 2015 to 2020, we have had 45 graduates from our Recovery program succeed, and re-enter society. We also had 78 homeless move from emergency housing to their permanent housing. In addition, more than 36,500 annually meals we served to our community and more than 18,250 annually bed nights.**

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

**MRM will make every effort to receive written/video testimony from the guests who have spent time with us. We have seen a steady increase in need and foresee much more need in 2021. The event of COVID-19 has impacted our community, and it will tax Madera on numerous levels, from food insecurity to housing.**



CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	800	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	250	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.)		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	N/A	

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

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	19	24	25	59	48	40	25	10
GENDER	Female	105						
	Male	145						
FEMALE HEAD	105							

<b>Ethnic Categories*</b>	<b>No.</b>
Hispanic or Latino	140
Not-Hispanic or Latino	110
<b>Racial Categories*</b>	
American Indian or Alaska Native	8
Asian	13
Black or African American	30
Native Hawaiian or Other Pacific Islander	11
White	45
Other	3

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

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

## FY 2021-22 CDBG PROJECT

**AGENCY:** Madera Rescue Mission

**PROJECT NAME:** Homeless Services

### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)

Supplies	\$ 5,000
Postage	0
Consultant Services	0
Maintenance/Repair	0
Publications/Printing	\$ 1,000
Transportation/Travel Required for Business	0
Rent (portion allocated to this program)	0
Equipment Rental	0
Insurance	\$ 5,000
Utilities	\$ 20,000
Telephone	\$ 4,000
Other Expenses (Specify):	0

### CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

**TOTAL CDBG PROJECT BUDGET:**

\$35,000



## CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.  
**Public input is received during Thanksgiving, Christmas, 5-K & Annual Banquet events. On these events we have community coming together to support our efforts in serving the more vulnerable people in our town. It is priceless to hear the good compliments we receive after services were provided.**
2. Note complaints that have been received, etc.  
**No complains have been received.**
3. Evidence of collaboration with other agencies within the community.  
**We partnership with:**
  - **Madera food Bank in distribution of food boxes and the 5K-event.**
  - **CAPMC**
  - **Madera County Department of Correction**
  - **Department of Social Services**
  - **Behavioral Health**
  - **Madera County Public Health**

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

## 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
Sara Bosse	Public Health Director	Madera County Health Department	(559)675-7893	<a href="mailto:Sara.Bosse@maderacounty.com">Sara.Bosse@maderacounty.com</a>
Mattie Mendez	Executive Director	CAPMC	(559)675-5749	<a href="mailto:mmendez@maderacap.org">mmendez@maderacap.org</a>

Ryan McWherter	Executive Director	Madera Food Bank	(559)975-5315	<a href="mailto:rncwherter.maderafoodbank@gmail.com">rncwherter.maderafoodbank@gmail.com</a>
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## SPONSORING AGENCY MANAGEMENT

### CORPORATION DIRECTORS:

How often does the Board meet? Once a month

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

7

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

7 Minimum 11 Maximum

Please provide the following information:

Date of Incorporation: 01/05/1987

IRS Employer Number: 77-144133

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? CPA Annually

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

N/A

**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of Madera Rescue Mission do hereby resolve that on May 20, 2021, 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 20, 2021

AGENCY NAME: Madera Rescue Mission

ADDRESS: 1305 Clinton Street, Madera, CA 93638

TELEPHONE: (559) 675-8321

Email Address jchavez@maderarescue.org

By: KE Cam  
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: [Signature]  
Executive Director

EMAIL THE APPLICATION TO: nestrada@madera.gov

DUE DATE: May 28, 2021, 5:00 p.m.

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



<b>CDBG 2021/2022 Applicant Scoring Rubric</b>		
<b>Criteria</b>	<b>Points</b>	<b>Committee Member Ranking</b>
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Question No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
<b>Total</b>		



#1

P.O. Box 642 • Madera, CA 93639  
Bus. (559) 675-8321 • Fax (559) 675-8073 • [jjchavez@maderarescue.org](mailto:jjchavez@maderarescue.org)

### MADERA RESCUE MISSION – 2021 BOARD DIRECTORY

	Years served	Occupation
Keith Carns, Email: <a href="mailto:kcarns@sti.net">kcarns@sti.net</a> P.O BOX 2080 Oakhurst, CA 93644 Cell: 559-760-4500	16	Retired
Otto Coelho, Vice Chair Email: <a href="mailto:ojoelho@earthlink.net">ojoelho@earthlink.net</a> 37719 Ave 17 ½ Madera, CA 93636 Cell: 559-706-1831	16	Self Employed
Dan Humphries, Treasurer Email: <a href="mailto:humphries@clearwire.net">humphries@clearwire.net</a> Cell: 559-706-9331	13	Self Employed
Brenda Herrera, Member <a href="mailto:brendakarenherrera@gmail.com">brendakarenherrera@gmail.com</a> 717 N. Granada Dr. # 109 Madera, CA 93638 Cell: 559-377-0440	3	Office Manager
Richard Ivey 34555 Treetops Lane Coarsegold, CA 93614 (559) 675-5270	4	Retired
Donna Adams, Member 1213 E Pecan Ave Madera, CA 93637 Cell: (559) 997-4225	7	Retired
Mike Unger 129 River Pointe Drive Madera, CA 93637 Cell: (559) 904-3915		

*Joyfully serving with “radical hospitality” since 1987*

BOA

#2

Dear Jesse,

I hope you and yours are in continued good health. Thinking of you and your entire team.

I am emailing you to say, Congratulations!

The Bank of America Charitable Foundation and the Fresno/Visalia Market President team is pleased to provide a grant for the purposes outlined in your recent grant request. This grant represents the trust and value that we place in you and the work that you are doing to **support our local community with basic needs and your housing and food programs.**

The funds awarded will be transferred to your bank account **within 3-7 business days** via ACH and will be reflected as delivered or mailed.

Bank of America is lending, investing, and giving in local communities like ours in order to advance local economies and organizations like the **Madera Rescue Mission**, which are providing critical services and programs, is just one of the ways we serve communities we serve.

Please find our Social Media Toolkit attached. It outlines how best to communicate this grant to your stakeholders, but Bank of America is proud to be a supporter of **Madera Rescue Mission**. Thank you for your commitment to the community. Please reach out with any questions you may have. Happy to talk through things with you if need be.

With Appreciation,

**Marisa Moore**

Senior Vice President

Fresno/ Visalia Market Executive

Local Markets Organization

Bank of America

CA1-141-01-02

5292 North Palm Avenue, Fresno, CA 93704

T 559.261.8659 M 559.770.9761

**NEW EMAIL:** [Marisa.a.moore@bofa.com](mailto:Marisa.a.moore@bofa.com)

[www.bankofamerica.com/foundation](http://www.bankofamerica.com/foundation)

<image001.png>

[Like us on Facebook](#)

<image002.png>

[Follow us on Twitter](#)

Life's better when we're connected™



5/13/2020 8:13 AM

Madera Rescue Mission  
Client Eligibility

Date: 5/13/2020 12:00 AM

Shelter: Wes Women's (SINGLE)

Client, Personal Information:

Departure Date: Click here to enter a date.

First Name: Last Name: M.I.:

DOB: Age S.S#:

Driver's License #/other ID: Exp. Date:

Marital Status? Are you a Veteran? Choose an item.

Do you Smoke? Choose an item.

Illicit Drug Use? Choose an item.

Probation/Parole?: Choose an item.

Officer Name:

Notes: Click here to enter text.

Diagnosed with Mental Illness? Choose an item.

When diagnosed Click here to enter text.

Briefly describe any behavioral health issues

Are you receiving any counseling Choose an item.

Services provided by: Click here to enter text.

Organization, shelter, and/or institutions previously in and when: Click here to enter text.

Is anyone with you staying at Men's Shelter? Choose an item. Name/Relationship:

Are you Pregnant: Choose an item.

Months: Click here to enter text.

Due Date: Click here to enter text.

Dr. Name: Click here to enter text.

Health Insurance / Carrier & ID #: Click here to enter text.

Spouse, Personal Information:

First Name: Click here to enter text.

Last Name: Click here to enter text.

M.I.: Click here to enter text.

DOB: Click here to enter text.

Age: Click here to enter text.

S.S#: Click here to enter text.

Driver's License #/other ID: Click here to enter text.

Exp. Date: Click here to enter text.

Marital Status?

Are you a Veteran?

Do you Smoke?

Do you Drink:

Illicit Drug Use?

Probation/Parole?: Choose an item.

Officer Name: Click here to enter text.

Notes: Click here to enter text.

Diagnosed with Mental Illness?

When diagnosed Click here to enter text.

Briefly describe any behavioral health issues Click here to enter text.

Are you receiving any counseling Choose an item.

Services provided by: Click here to enter text.

Organization, shelter, and/or institutions previously in and when: Click here to enter text.

Are you Pregnant: Choose an item.

Months: Click here to enter text.

Due Date: Click here to enter text.

Dr. Name: Click here to enter text.

Health Insurance / Carrier & ID #: Click here to enter text.

Emergency Contact Information

Name: Phone: Work Phone:

Address: Click here to enter text.

City: Click here to enter text.

State: Click here to enter text.

Zip: Click here to enter text.

Language: ☒ English ☐ Spanish ☐ Other (specify): Click here to enter text.

Do you own a vehicle?

Make/Model/Lic#: Click here to enter text.

**Children's Information:**

First Name	Last Name	DOB	Age	Gender	Ethnicity #	Soc.Sec. #	School	Grade	Shelter
						Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.

List any disease, infection, disability or allergies you or any family member (in shelter) has:

	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

List any medications and doses that you and/or your child/ren have at time of intake:

	Click here to enter text.
	Click here to enter text.
Click here to enter text.	Click here to enter text.

**Income Information**

Income Source

Please check all that apply

Employment ☐ , How much? , Retirement ☐ , How much? \$ Click here to enter text.Public Assistance ☐ How much? \$ Alimony/Child support ☐ How much? \$ Click here to enter text.Disability/Workers Comp ☐ , How much? \$ Click here to enter text.Food Stamps ☐ , \$ value per month: \$Employer: Click here to enter text. ☐ Full time ☐ Part time Position: Click here to enter text.Hrs. /wk.: Click here to enter text. Schedule: Click here to enter text. Address: Click here to enter text.**CASE MANAGEMENT:****Goals:** (List any plans that the client has while at the shelter. Etc. Find housing, work, school, apply for aide, groups)

Client plans on relocating with friend as soon as she can

**Referrals:** (List any agencies/shelters/transportation that you have suggested for the client and the date)

Click here to enter text.

**Progress Notes:** (Please chart information obtained from the client here with the date received and your initials.)**EXIT ASSESSMENT:****After Shelter Destination:** Choose an item.**City:** Click here to enter text.**State:** Choose an item.**Goals Accomplished:** Click here to enter text.



## **JESSE CHAVEZ**

EMAIL : [jchavez@maderarescue.org](mailto:jchavez@maderarescue.org)

24172 Avenue 14, Madera, Ca. 93637 Cell Phone 408-205-0830

### **Experience History**

#### **Madera Rescue Mission 559-675-8321**

1305 Clinton Avenue  
Madera, Ca. 93638

Executive Director July 2020 to Current.

Oversee all Executive Director Responsibilities on policies and procedures for providing services to the Homeless population and clients enrolled in Recovery Programs offered here at MRM. Also oversee all Staff directions and continued improving methods. Assist in Facilities maintenance and upgrades as it pertains to continued upkeep and preventive maintenance projects, also stay current on any and all City, County regulations, permits, and certificates.

#### **WestCare California 559-307-4649**

2772 Martin L. King Jr Blvd.  
Fresno, Ca.

Operations Supervisor 2019 March-August

#### **JC Construction 408-205-0830**

1625 Howard Road # 457  
Madera, Ca. 93637

Administrator/Estimator/Financial Officer/Sole Proprietor

2003 to current date. California State License Board # 822367.

Remodeling of residential & commercial properties. B & C-20

#### **Administrative Pastor at Spring Valley Bible Church 408-550-5148.**

Nov. 2008 to 2015. (Full time/Part time)

Oversee all ministries, operations of facilities, maintenance, administration of finances and budgeting reporting to Sr. Pastor.

#### **City Team Ministries Operations/Case Manager 408-772-5277**

May 2006 to Nov. 2008

Responsible for all facility operations, budgets, preventive maintenance, scheduled building improvements.

Responsible for two facilities that housed between 150 to 200 men that are homeless and in recovery from drug and alcohol addictions.

Responsible for Safety program, and Disaster response team.

Directly case managed between 10 and 15 men in Recovery from drug and alcohol addictions.

Worked on outreach events like Homeless Connect, Silicon Valley Health Alliance outreach services.

### **Education**

Light University- Caring For People Gods Ways 2006

John Maxwell Leadership Training (SVBC) 21 Laws of Leadership 2004.

Corporate Leadership Training (Neopost) Internal training for management. 1980 - 2005.

High school graduate 1977.

City College classes in HVAC/Architectural design. (San Jose City/De Anza)

### **Languages**

English and Spanish.

### **Licenses and Certificates**

JC Construction - California General Contractors B, HIC, and C-20 for HVAC Lic # 822367.



## **Resume: Lynda Belmontez**

**Current Position:** Assistant Executive Director, Madera Rescue Mission, Inc.

### **Experience:**

- 1) 2015 – present - Assistant Executive Director
  - a) Oversee all aspects of the Madera Rescue Mission.
  - b) Supervise 9 employees.
  - c) Oversee payroll.
  
- 2) 2009 – 2015 - Women's Services Director
  - a) Oversee daily operations of all facilities of women's services, Emergency Units, Women's Emergency Shelter, Women's Transitional Shelter.
  - b) All scheduling of staff of women's services.
  - c) Class scheduling.
  - d) Oversee all volunteers and coordinate all activities.
  
- 3) 2007 – 2009 - Assistant program director
  - a) Assisted the Program Director in all aspects of the Women's Discipleship program.
  - b) Data Entry.
  - c) Grading of lessons.
  - d) Help oversee Guest Director.
  - e) Conflict resolution of issues with 30-day shelter clients.
  - f) Counseling.
  
- 4) December 2004 – 2007 - Guest Director:
  - a) Guest Intake.
  - b) Data Entry.
  - c) Monthly stats.
  - d) Bed coordination.
  - e) Helped guest with appointments, conflict resolution, case management.
  - f) Answer phones, filing.

### **Education:**

I have no extended education. I have 16 years of on the job training, working with people in addiction and homelessness. Over the last 16 years I have had some training in Domestic Violence, Behavioral Health First Aid, and Harassment Avoidance.

## Madera Rescue Mission

### Position Description – Greg Belmontez

- Job Title: Deputy Director.
- Reports To: Executive/Assistant Director.
- I'm responsible for the development of all client programs, support operations, and program facilities as designated by the Executive Director. Program may include community outreach, shelter solutions, and recovery programs, to persons facing poverty, homelessness, addiction, and other life-controlling problems.
- I oversee and develop programs and relating services through the involvement of staff, volunteers.
- Provide appropriate client supervision and participation in program activities.
- Provide a safe, clean, and a safe environment of clients, Staff, volunteers, and visitors.
- Respond to problems concerning the Madera rescue mission. During the week and weekends.
- Interview potential clients over the phone, on campus, and in The Madera county jail.
- Communication with the Madera Probation Department with progress reports monthly, and drug test results.
- Assist with Madera Rescue mission special events, which includes in house tours, participating with outside agencies, and churches.
- Oversee the maintenance work, Troubleshoot, Electrical, plumbing, perform minor carpentry, flooring, painting, maintenance and repair.
- Teach class twice a week, counsel our clients in the program and guest.
- No extra education, on the job training, I volunteered for three years, House manager, driver, pick up food, clothing, donations, certified to teach Ace overcomers. I've been involved with the mission since 2008. I'm also a graduate of the Madera Rescue Mission 18-month drug and alcohol program. I stood on as a Volunteer for three years, in those three years I learned a great deal on how the mission was operated. The mission taught me how to serve those in need, without anything in return. Before I got to the Madera Rescue Mission, I served myself, lost in my addiction. The Madera Rescue Mission saved my life, through the teaching of Jesus Christ, The Bible say's Romans Ch: 12- 2, Do not be conformed to this world, but be transformed by the renewal of the mind, that by testing you may discern what is the will of God, what is good and acceptable and perfect. I'm so thankful that the Madera Rescue Mission gave me an opportunity to be part of their team and to serve my community. God's good!!!

## **Ligia Pacheco: Bachelor's in social work**

**Current Position:** Accounting Office Manager/Grant Manager -Madera Rescue Mission.

**Madera Rescue Mission Hired in June 2014**

### **Job Duties:**

- Maintain all receivables and payables as needed throughout each day in Quickbooks.
- Manage all incoming donations and record contact information in Donor Express software.
- Send out monthly mail merged thank you letters with donation records signed by the Executive Director.
- Submit semi-monthly employee hours via Excel spreadsheets with payroll company.
- Manage donation inputs from special event activities and record in Donor Express and Quickbooks.
- Data entry to donor tracking software
- Online research of charity organizations and philanthropic groups
- Applications and follow-up online
- Writing grant proposals
- Budget recommendations/proposals (FEMA & CDBG)
- Preparing received grant reports
- Spanish document translations and interpreting with clients

**August 2011 & May 2012**

### **BSW Social Work Intern-In Home Supportive Services:**

- Receiving and evaluating applications for IHSS.
- Determining financial eligibility for IHSS and Medi-Cal.
- Visiting and interviewing consumers and/or their authorized representatives in their homes, developing a positive rapport with the consumer and family members.
- Determining a consumer's functioning in activities and indirect activities of daily living; assessing need for services, taking into account the recipients' home environment and existing support system.
- Determining the appropriate amount and type of non-medical IHSS services, which include: domestic (housecleaning), meal prep and clean-up, laundry, shopping & errands, personal care (bathing, grooming, dressing, feeding, bowel and bladder care, ambulation, transfers, moving in/out of bed, etc.), paramedical care, and protective supervision.
- Preparing descriptive documentation to capture relevant case information and reflect the social workers' first-hand observations from the home visit, utilizing a variety of computer systems, including the State-wide IHSS database (CMIPS) to issue formal Notices of Action.



### **Work Experience/Narrative: Emerson Carrick**

My name is Emerson Carrick and I am 36 years old and have either worked or volunteered at the Madera Rescue Mission for the past 10 years. I graduated from Yosemite High School in the year 2000 with a 4.2 gpa, and then completed three years at UCSC focusing on environmental studies. I still need another year of upper division course work to get my bachelor's degree.

In August of 2008, I entered the Madera Rescue Mission's discipleship program, and graduated a year later. I was given the opportunity to stay on as a volunteer, doing the graveyard security shift. For a short period of time, when the Fresno Rescue Mission temporarily took over operations, I was an office assistant to Pastor Felix Vigil. After the Fresno Rescue Mission finished helping us out, I became the house manager, making sure the men in the discipleship program stayed on task and handling conflicts with them and our overnight guests. I was also overseeing the workers in the kitchen, being Serv Safe certified, ensuring proper cooking, food handling, and food storage.

For the past three years, I have been in charge of the MIOCR program, an acronym that stands for Mental Illness Offender Crime Reduction program, purchasing of food and supplies, and maintaining our vehicles.

We have 10 beds, 8 for men and 2 for women on site for what was originally people on probation whom also had a behavioral health diagnosis. Since the state funding for the MIOCR program ran out in June of 2018, Madera County Behavioral Health has taken over funding the program now called the Emerson House. I monitor and store our client's medications, and keep file notes on their progress as well as live on-site to handle any emergencies that may arise.

Every month I purchase food and janitorial supplies, and must adhere to a spending limit provided by the board of directors. We receive food donations from local grocery stores and restaurants on a daily basis, but there are many things like meat and produce that the kitchen needs to serve proper meals.

Taking care of the Mission vehicles involves routine fueling and oil changes, and searching for the lowest prices for parts and services that we can't perform on-site. We've had the good fortune of having many disciples come through the program that have been able to do things like brake jobs and minor installs and repairs, but for things like new tires and recalls we have to turn to professionals.



MADER-3

OP ID: PR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pacific Ag Ins.-Chowchilla 216 W. Robertson Blvd Suite A Chowchilla, CA 93610 David Alexander		<b>559-665-3434</b>		<b>CONTACT NAME:</b> David Alexander	
				<b>PHONE (A/C, No, Ext):</b> 559-665-3434	<b>FAX (A/C, No):</b> 559-665-2411
				<b>E-MAIL ADDRESS:</b>	
				<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>INSURER A:</b> Philadelphia Ins Comp.	
				<b>INSURER B:</b>	
				<b>INSURER C:</b>	
				<b>INSURER D:</b>	
				<b>INSURER E:</b>	
				<b>INSURER F:</b>	

**INSURED**  
Madera Rescue Mission  
PO Box 642  
Madera, CA 93639

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2143066	07/03/2020	07/03/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB725758	07/03/2020	07/03/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Pamela Richardson*





City of Madera  
**Business License**  
THIS LICENSE EXPIRES : 06/30/2021

License Number  
**4465**

**Location** 1305 CLINTON ST MADERA, CA 93638

This license does not constitute acceptance or the use of the above locations as having complied with existing building codes or fire prevention codes. A licensee shall remain fully liable and responsible for bringing the premises in conformity with all applicable City and State codes. Finance Director must be notified of any change in address. This license is nontransferable, nonrefundable, and is subject to revocation for noncompliance.

**Category:** OTHER SERVICES

**Type:** NON PROFIT

**DISPLAY IN A  
PROMINENT PLACE**

**PAID**



\*For Office Use Only\*  
**City of Madera  
Business License  
205 West Fourth Street  
Madera, CA 93637  
(559) 661-5408**

License Number  
**4465**

**Business Location:** 1305 CLINTON ST MADERA, CA 93638

**Issue Date:** 09/29/2020

**Business Name:** MADERA RESCUE MISSION INC

**Expiration Date:** 06/30/2021

**Mailing Address:** 1305 CLINTON  
MADERA, CA 93638

**Business ID:** 53842

This license does not constitute acceptance or the use of the above locations as having complied with existing building codes or fire prevention codes. A licensee shall remain fully liable and responsible for bringing the premises in conformity with all applicable City and State codes. Finance Director must be notified of any change in address. This license is nontransferable, nonrefundable, and is subject to revocation for noncompliance.

**Category:** OTHER SERVICES

**Type:** NON PROFIT

	<b>FEES:</b>
ADA BUSINESS LICENSE	\$0.16
ADA COMPLIANCE FEE	\$1.20
ADA BUILDING DEPARTMENT PORTION	\$2.64
TAX EXEMPT	\$0.00

**Total Received: \$4.00**





Department of the Treasury  
Internal Revenue Service

Cincinnati Service Center  
CINCINNATI OH 45999-0034

In reply refer to: 0227337219  
May 02, 2017 LTR 858C 0  
77-0144133 201612 10

00008367  
BODC: TE

MADERA RESCUE MISSION INCORPORATED  
PO BOX 642  
MADERA CA 93639



040200

Taxpayer Identification Number: 77-0144133  
Tax Period(s): Dec. 31, 2016

Form: 940

Dear Taxpayer:

We received your Form 940, Employer's Annual Federal Unemployment (FUTA) Tax Return, for the tax period(s) indicated above.

You are not required to file Form 940 because you have been determined to be an exempt organization under section 501(c)(3) of the Internal Revenue Code; therefore, you are exempt from paying federal unemployment tax. Please destroy any Form 940 returns you may have received. Do not make tax deposits for federal unemployment tax.

We will send you a refund for your payments for the current year. You may request refunds for payments made in previous years by filing a Form 843 claim. You must file a claim for refund within three years from the return due date, or within two years from the date you paid the tax, whichever is later.

Even though you are not liable for the federal tax, you could be liable for the state tax. States establish and operate their own systems. Therefore, you should contact your state to find out whether you are required to make contributions under the state unemployment compensation law.

If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

## Exhibit B

### FY 2021-22 CDBG PROJECT

**AGENCY:** Madera Rescue Mission

**PROJECT NAME:** Homeless Services

#### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs (not to exceed 10% of total grant)

Supplies	\$ 5,000
Postage	0
Consultant Services	0
Maintenance/Repair	0
Publications/Printing	\$ 1,000
Transportation/Travel Required for Business	0
Rent (portion allocated to this program)	0
Equipment Rental	0
Insurance	\$ 5,000
Utilities	\$ 20,000
Telephone	\$ 4,000
Other Expenses (Specify):	0

#### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement  
Construction/Renovation  
Consultant/Professional Services  
Construction Management  
Other Expenses (Specify):

**TOTAL CDBG PROJECT BUDGET:**

\$35,000

# Exhibit C

CITY OF MADERA

## Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: Madera Rescue Mission  
PO BOX 642  
Madera, CA 93639

PROJECT TITLE: Homeless Services Program

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

### I. CLIENT INFORMATION:

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

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

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

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

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

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

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

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

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

## Attachment 5

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$36,500) WITH  
O.L.I.V.E. CHARITABLE ORGANIZATION**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with O.L.I.V.E Charitable Organization in the amount of \$36,500 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and O.L.I.V.E Charitable Organization.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*



# Exhibit 1

## **COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND O.L.I.V.E. CHARITABLE ORGANIZATION**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and O.L.I.V.E. Charitable Organization, hereafter referred to as "SUBRECIPIENT."

### **RECITALS**

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

### **AGREEMENT**

#### **1. Services**

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "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 tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$35,500.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

In addition, if the Subrecipient receives CDBG funds under this Agreement, the

subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation



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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in

writing by the City Manager, or his designee.

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement,

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during

the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

#### Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

## Additional Insurance

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

### 26. Violation of Federal Rules and Regulations

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

### 27. General Provisions

#### a. Entire Agreement

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

#### b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
O.L.I.V.E. Charitable Organization  
1625 Howard Rd. #170  
Madera, CA 93637

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

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

**CITY OF MADERA:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

**O.L.I.V.E. CHARITABLE ORGANIZATION:**

By: April Molina  
April Molina, Operations Director

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

Date: 7-8-2021

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_

By: \_\_\_\_\_



\_\_\_\_\_

Alicia Gonzales, City Clerk

Hilda Cantú Montoy, City Attorney

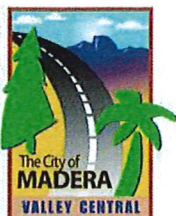
Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

## Exhibit A



### CDBG 2021/2022 GRANT APPLICATION

#### Public Services

#### COVER SHEET



Application due date: On or before **May 28, 2021 by 5:00 PM**

City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only)	
<b>DATE &amp; TIME SUBMITTED:</b>	
Applicant Name: <b>O.L.I.V.E. Charitable Organization</b>	
Physical Address: <b>1625 Howard Rd. #170, 93637</b>	
Mailing Address: <b>1625 Howard Rd. #170, 93637</b>	
Program Name: <b>O.L.I.V.E. Safe House</b>	
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: <b>84-2806845</b>	
Grant Administrator (Principal contact)	April Molina, Operations Director
First & Last Name and Title:	559-706-8455
Telephone Number and Email Address:	olivemadera2015@gmail.com
Program/Project Administrator (Manages Day-to-Day Tasks of Program)	
First & Last Name and Title:	April Molina, Operations Director
Telephone Number and Email Address:	559-706-8455 olivemadera2015@gmail.com
Amount Requested: \$ <b>39,463.64</b>	

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<p>1 original completed application</p> <p><input type="checkbox"/> Font: 12 point</p> <p><input type="checkbox"/> Paper: 8 1/2 x 11</p> <p><input type="checkbox"/> Single-sided, <u>no double-sided pages</u>, single-spaced and numbered consecutively</p> <p><input type="checkbox"/> One-inch top, bottom, left and right margins</p> <p><input type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)</p> <p><input type="checkbox"/> No dividers</p>	<p><input type="checkbox"/> Grant Application Coversheet</p> <hr/> <p><input type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance &amp; Applicability)</p> <hr/> <p><input type="checkbox"/> Program/Project Timeline</p> <hr/> <p><input type="checkbox"/> Budget Table</p> <hr/> <p><input type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)</p> <hr/> <p><input type="checkbox"/> Marketing/Outreach Plan</p> <hr/> <p><input type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)</p> <hr/> <p><input type="checkbox"/> References</p>
--	--

### Submittal Option

- 1) Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)

**CITY OF MADERA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION**

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

**Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

**Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

**Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

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

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

**EXISTING SERVICES:** List other agencies currently addressing the need or problem described above. See attachment: EXISTING SERVICES #1

Explain how your program supplements or complements existing services without duplicating them. See attachment: EXISTING SERVICES #2

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.

Which National Objective does your program meet? See attachment: EXISTING SERV #4

Which measurable objectives does your program meet? \$ 39,463.64

How will your program meet its goals in one year? See attachment: EXISTING SERV #6

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. See attachment: EXISTING SERVICES #7

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).

See Attachment: EXISTING SERVICES #8

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. See attachment: EXISTING SERVICES #9

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.

See attachment: EXISTING SERVICES #10

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

See attachment: EXISTING SERVICES #11

Discuss your program's/project's successes.

See attachment: EXISTING SERVICES #12

Discuss your program's/project's past performance (2015 to 2020).

See attachment: EXISTING SERVICES #13

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

See attachment: EXISTING SERVICES #14

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	250-300	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	24	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.)		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

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

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

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

<b>Ethnic Categories*</b>	<b>No.</b>
Hispanic or Latino	4
Not-Hispanic or Latino	20
<b>Racial Categories*</b>	
American Indian or Alaska Native	2
Asian	2
Black or African American	10
Native Hawaiian or Other Pacific Islander	0
White	2
Other	2

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

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



## FY 2021-22 CDBG PROJECT

**AGENCY:** O.L.I.V.E. Charitable Organization

**PROJECT NAME:** O.L.I.V.E. Safe House

### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs (not to exceed 10% of total grant)	\$ 0.00
Supplies	0.00
Postage	
Consultant Services	5,000.00
Maintenance/Repair	2,500.00
Publications/Printing	
Transportation/Travel Required for Business	3,500.00
Rent (portion allocated to this program)	15,000.00
Equipment Rental	
Insurance	1,662.00
Utilities	7,000.00
Telephone	1,301.64
Other Expenses (Specify):	3,500.00

See attachment: EXISTING SERVICES #2

### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

See attachment: EXISTING SERV #4

**TOTAL CDBG PROJECT BUDGET:**

**\$ 39,463.64**

## CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions. Olive is in constant communication with many different communities.
2. Note complaints that have been received, etc.  
We have received no complaints.
3. Evidence of collaboration with other agencies within the community.  
Letters of collaboration and support provided.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

## 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
Kim Contreras	Community Minister	World Impact	559-455-8995	contreraskimcoach@gmail.com
Sally Moreno	District Attorney	DA's Office Madera	559-805-6553	sally.moreno@maderacounty.com
Alicia Bennett	Community Member	Madera Rotary	425-531-2389	akbennett1985@yahoo.com

## SPONSORING AGENCY MANAGEMENT

### CORPORATION DIRECTORS:

How often does the Board meet? Quarterly

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

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

4 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 03/09/2020

IRS Employer Number: 84-2806845

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. Community Donations, CCP monies

How often are financial records audited, and by whom? Annually, by 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:

n/a

List any outstanding obligations:

n/a

**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of O.L.I.V.E. Charitable Organization do hereby resolve that on 05/24/21, 2021, 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.

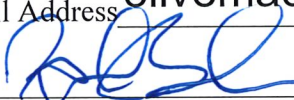
Dated: May, 24th, 2021

AGENCY NAME: O.L.I.V.E. Charitable Organization


ADDRESS: 1625 Howard Rd. #170, Madera, CA 93637

TELEPHONE: 559-365-6265

Email Address: olivemadera2015@gmail.com

By:   
President of the Board of Directors

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

By:   
Executive Director

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

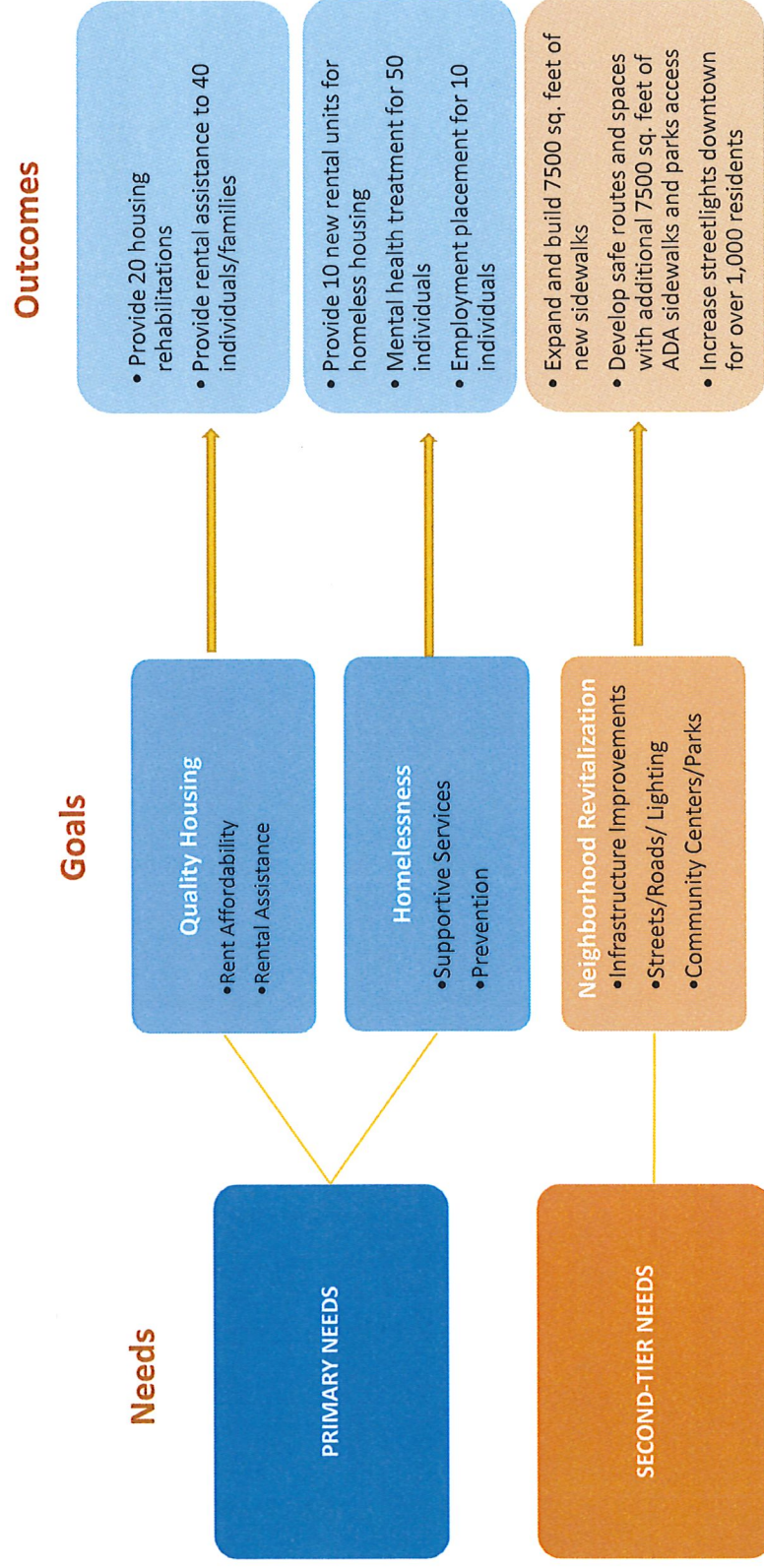
DUE DATE: May 28, 2021, 5:00 p.m.

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

<b>CDBG 2021/2022 Applicant Scoring Rubric</b>		
<b>Criteria</b>	<b>Points</b>	<b>Committee Member Ranking</b>
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Question No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
<b>Total</b>		

# Attachment A

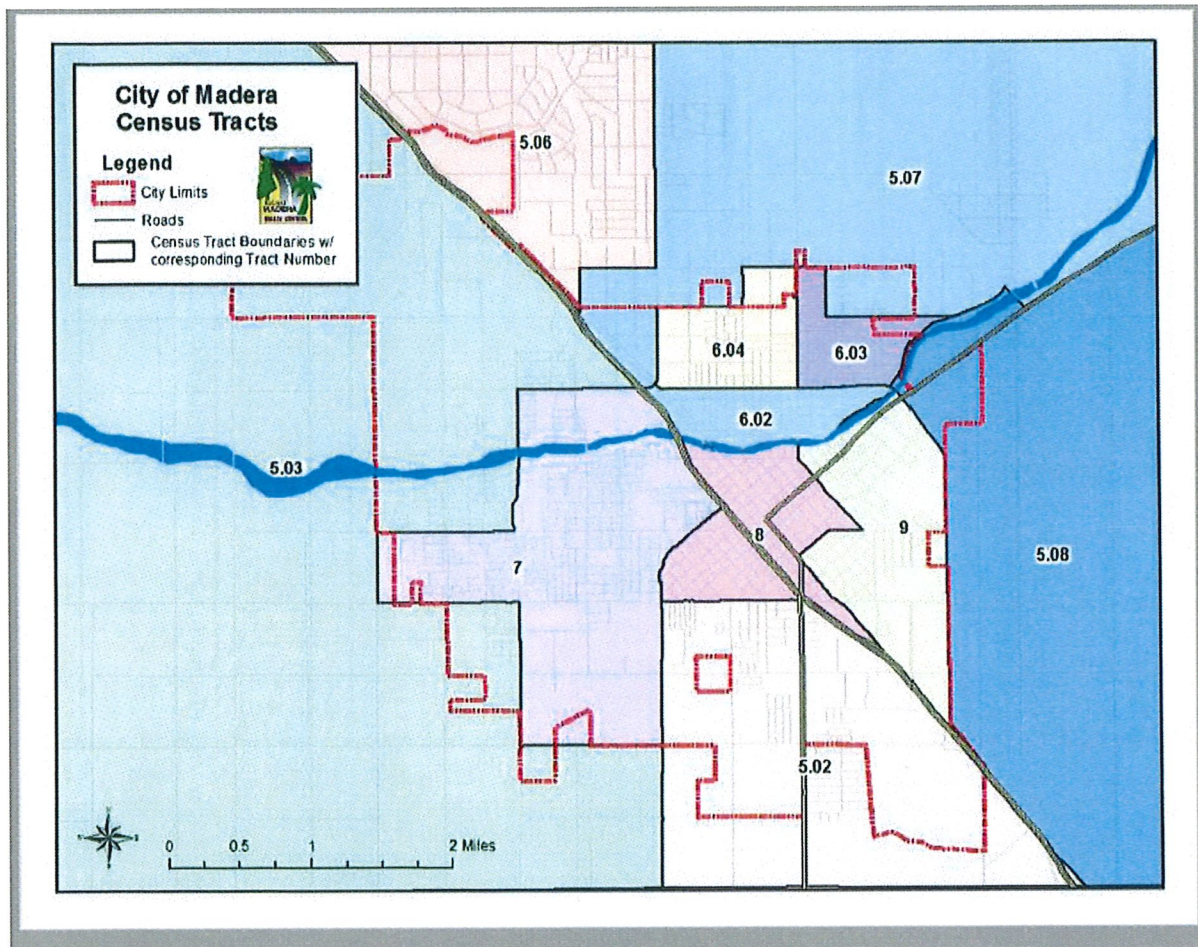
## City of Madera Five-Year Consolidated Plan 2020-2024 Priorities





## ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9  
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG  
PROGRAMS AND PROJECTS MUST OCCUR





## PROGRAM/PROJECT NARATIVE:

O.L.I.V.E. Charitable Organization was founded by law enforcement to fill a gap in resources for victims of human sex trafficking in Madera. Our founder, Lt. Daniel Foss of Madera Police Department, saw this gap early in his career as a patrol officer. Through the combined efforts of law enforcement and students from Fresno State University, OLIVE was born.

Our organization is unique in two ways. The first is we are the only sex trafficking non-profit organization that we know of that was founded and has direct ties to law enforcement. The second is we have a unique approach as we attempt to empower those whose lives have been stunted in a devastating way.

All our current clients suffer from trauma induced PTSD. Studies have been done and have compared the PTSD suffered by victims of sex trafficking with that of combat soldiers coming home from war. This brings different challenges that occur in different areas. Olive brings a new approach of empowerment in that we offer more of a “supportive service” and allow the victims/survivors to succeed in their own decision making. It has been our experience that when someone who has been oppressed is given the opportunity to make wise choices for themselves, they will not always choose a path that leads to victory. Our role is to assist in setting goals and prioritizing those goals. Once a pathway is chosen, it is our job to assist in any way that is needed. This can include, but is not limited to, offering our safe house, paying rent/bills, offering contract counseling services, transportation, assistance with probation/parole, applications for school, writing resumes, tutoring, assistance with state/county resources, basic needs like food and clothing, assistance through the CPS system, navigation in healthcare system, advocacy in courtrooms, filing police reports, applying for drug/alcohol rehabilitation and so much more. When that path is strayed from, we guide them back to the path they have chosen.

It is our duty to understand that when we ask a person to come under our wing and into our program, we have just cut off any and all financial support for that person. Prostitution is a crime and not a viable or sustainable source of income. This creates a “dependency” on our organization that can be very costly. We rely on support from generous community members, businesses, and grants. This dependency is temporary as our goal is always to have the victims/survivors become fully functional members of society. We assist in setting goals that are attainable and once the first goal is attained, it gives a sense of pride to the victim. That pride catapults them on a long journey to success. The entire process can take about 1-2 years. As you can imagine, this is very expensive, however, it is worth every penny.

Since its inception in 2015, Olive has grown exponentially. We have serviced several survivors and given them the tools of empowerment in order for them to lead successful lives.

Recently, Olive has opened a much needed “safe house” in the City of Madera. The number one issue for survivors is safety. In order to have safety, housing is an absolute must. Current shelter options do not fit the needs of victims of sex trafficking. These shelters are great for issues such

as drug addiction, alcohol addiction, and chronic homelessness, however, trafficking victims are different in their responses to certain criteria. For example, most shelters have a “black out” period for the first month the person is in their shelter. We understand that this might work for some, however, victims of trafficking have been held captive and this method does not empower but seems to continue the oppression in the minds of the victim. This creates a wall on the part of the victim, and they tend to rebel against the authority and leave the facility without really understanding why and thus, blames the facility. Olive’s approach is to give the victim the freedom they have been longing for while working with them to set healthy boundaries. There are many reasons standard shelters will not work for victims of sex trafficking. Olive does not seek to change these shelters, but rather create a different experience for these victims who cannot live in such shelters.

While statistics surrounding human trafficking are estimated, we can say with 100% certainty that there are 250-300 victims of sex trafficking in Madera alone and this number is expected to increase in the coming years. Nationwide agencies like Polaris and the Federal Bureau of Investigation as well as other agencies estimate that within 5 years, human sex trafficking will surpass that of illegal drug sales creating an economic boom in illegal sale of sex. The national definition of “human sex trafficking” is- “the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act.” The law states that there must be a “third party” present for it to be considered sex trafficking. This means that the first person is selling the second person to a third person for sex. More often than not, the second person has no control over their life, possessions, finances, transportation, healthcare, or any other aspect of their lives that we take for granted. Madera is centrally located on Highway 99 between Los Angeles, Las Vegas, San Francisco and Sacramento. These cities are among the highest rated for sex trafficking in the nation. Being right in the middle on a major highway puts Madera as one of the many “stops” that are made while victims are being transported from city to city. This location also puts our own residents at risk. We have several clients that are from the Fresno/Madera area. We have local traffickers who take victims to these larger cities where they can sell them for more money.

Our safe house is capable of handling no more than 5 clients at any given time. Each of our rooms is designated to a specific agency for their use. The agencies that have a space in the building are: Madera Police Department/Chowchilla Police Department share room 1, Madera County Sheriff’s Office/Madera Probation share room 2, Olive/CAPMC share room 3, Madera District Attorney/Madera Defense Attorney share room 4, and then room 5 is designated for our “house mom.” This person is a survivor that is far enough along in recovery to make sure rules are followed, the house stays maintained, and the people are safe. This house mom also assists with schedules for victims, transportation and other needs that may arise.

Our work plan is to simply continue the work that has been set in motion by our founders. If granted, the money from this grant will go towards the expenses of having a safe house. The expenses are rent, power, water, garbage, maintenance, counseling/consulting services, transportation for victims, property/liability insurance, phone and internet service. Other expenses are food, clothing, and cleaning supplies.

Olive is only successful because of committed volunteers. We currently have 17 community members who have dedicated time and effort to our cause. Each volunteer is required to undergo our application process. Once they have filled out our application, an interview and background check are done. When these are passed, there is required training they must take. The first class is “Understanding Human Trafficking” through Fresno Pacific University. This class is between 4-5 hours long. It confronts myths and misconceptions about trafficking and exposes the cracks in the systems that have failed victims of trafficking for decades. The second required training is broken up into 3 sessions. This training is “Trauma YOUNiversity” through the Clear-Thinking Alliance. The first two sessions are 3 hours each. The third and final session is 6 hours. This training is designed to explain how trauma affects the brain physiologically and how that affects decision making and emotions. Having our volunteers properly trained is paramount in the healing process for the victims. All these courses have a fee attached to them. Olive reimburses this fee once the courses are completed.

We currently have 5 members on our board of directors. Each one has proven to be a great asset in decision making and in keeping the much needed balance of an organization. Chairman is Lt. Dan Foss of Madera PD, President is Lt. Robert Blehm of Madera County Sheriffs Office, Vice President is Cynthia Ramos of Madera County Department of Child Support Services, Treasurer is John Molina of United Valley Insurance Services and our Secretary is Sylvia Anguiano a loyal volunteer. We will be adding two more law enforcement officials to our board in the coming months to bring the total board members to 7.

Olive has spent the past 3 years building partnerships with surrounding counties, agencies, and non-profits. We work alongside a long list of other organizations with the same passion that we have. Breaking the Chains, Central Valley Justice Coalition, World Impact, and Mollies House are just a few. We receive referrals as well as refer to these organizations. World Impact has a safe house in Fresno that we use as a triage center. This particular location offers housing, food, clothing, and 24 hour counseling. This is where our clients go first. Once there, we have more time to assess their needs. Every survivor is different with particular issues. Some need to finish high school, while others need help obtaining identification.

Our unique relationship with law enforcement also makes us different. We have received referrals from Fresno County Probation, California State Parole, Madera County Sheriff’s Office and Madera Police Department. Recently, we were invited to join the Chowchilla Task Force with their law enforcement officials. Soon we will be partnering with California Department of Corrections to enhance their specialized program for youth offenders. The affect will be far reaching for young people ages 18-25 who are incarcerated. This will be through their restorative justice programming that they are looking to expand.

Our primary focus is on the aftermath the victims face when they are released from their bonds of sex slavery. However, prevention is also on the top of the list of our priorities. Lt. Dan Foss of Madera Police Department and our founder does presentations on tactics used by traffickers to manipulate their victims. His presentation is ideal as parents and guardians of young people need to know what to look for to prevent them from becoming victims. Pre-COVID, Lt. Foss was presenting this to audiences approximately 2-3 times a month at a variety of venues. Since

COVID, this has shifted to zoom conferences. This year alone he has been able to educate all 300+ employees at Child Protective Services, as well as host 3 presentations for various groups. We are working with Central Valley Justice Coalition to bring a one-day seminar this Fall. This seminar will be open to the public, law enforcement, city/county officials, and anyone else who is interested in learning about this heinous crime.

Right now, we are actively assisting 7 survivors. One of those has become a volunteer for our organization. She is advancing her education in psychology, is getting her certification as a life coach, and will be an active member on the Chowchilla Task Force. She also stands with Lt. Foss at his presentation with her own testimony for the audience. She has begun the Elevate Academy through Rebecca Bender's survivor organization. The House Mom at our building just graduated from Madera City College with enough credentials to be a substitute teacher. She will be attending Fresno State University this fall to finish her teaching credential program. She works full time and just purchased her first car on her own. Another survivor has just turned 18 and has decided to go back to school. She is working full time and has her own car as well. She is looking at moving in with friends in Fresno so she can be closer to her job. This young lady grew up in foster care and was sent out of the county to Southern California to be trafficked at the age of 14. Each of these young women is from right here in Madera. There are hundreds more out there just like them. Olive seeks to reach and restore each individual through intervention and empowerment. We teach these young women that they have value more than just what they have been used for.

We help these women see there is hope beyond the life they've lived.

## PROGRAM TIMELINE

Olive has these steps that we follow. This whole process can take 1-2 years or longer.

### **Step 1: IDENTIFICATION**

Victim is identified by law enforcement or another agency. Olive is called and we go on location to perform our 10-page assessment. If we determine the person is not a victim of sex trafficking, they are referred to an agency that better suits their needs. If they are found to be a victim of sex trafficking, we move to step 2.

### **Step 2: EMERGENCY HOUSING**

- a) Triage: Olive works in partnership with World Impact out of Fresno. World Impact owns a piece of property with a safe house in the back. This location is ideal for the first month or two. They offer shelter, food, clothing, 24/7 counseling, and they offer a team of volunteers to assist with immediate needs.
- b) Olive Safehouse - Once the victim is triaged, we continue to assess their needs. The survivor is walked through their immediate needs first. These usually consist of but are not limited to:
  - a. Obtaining identification
  - b. Obtaining medi-cal
  - c. Assessing further trauma counseling
  - d. Assessing if any need for drug or alcohol rehab
  - e. Elevate Academy through Rebecca Bender's organization
  - f. Connect with probation/parole, assist with clearing warrants
  - g. Family Reunification if possible, often this process comes later

Once all these things are determined, we work on step 3.

### **Step 3: EMPOWERMENT THROUGH EDUCATION**

A large number of our survivors have not graduated high school. We connect them to an adult program that offers night classes. If they would rather pass the GED exam, we help them get that set up as well. If they have already gone through high school and would like to further their education, we assist them in getting financial aid for community college. If they do not want to further their education, we move on to step 4.

### **Step 4: JOB PLACEMENT**

- a) Resumes: Our volunteers work with the survivors to get a resume written. Once written, we have them begin job searches.
- b) Job Placement: Olive provides the following, if not limited to dealing with work stress, transportation in both taking to work and picking up from work. We also provide references.

- c) Managing Personal Finances: Once a job is found, we help them walk through the steps of getting a bank account. From there, they learn to manage money. This is often a difficult task. These survivors have never been in charge of their own finances, as their previous trafficker would not allow them to have money. From here we move on to step 5.

### **Step 5: PERMANENT HOUSING**

This step is by far the most difficult. Most of our survivors have a criminal background. We work with them on getting a vacatur for the days of when they were trafficked, however this usually is tough to prove and can be a very lengthy process. Any section 8 housing assistance also takes a long time to get through. However, we have made progress with our survivors in this regard, and we come up with creative ways to help them get a place of their own.

### **Step 6: MAINTENANCE**

Now that our survivors are on their own at some point does not mean that they do not need regular maintenance. They did not get in the position they were in by making great choices. We keep connection with them for the purpose of accountability. Also, they know that if they ever get into a bind, they can call us. We would rather have them call us than resort to the old way of prostitution for quick money. Our survivors are always a part of Olive. We have some who have become volunteers.

**NOTE:** *These steps are simply a “guideline.” Any of them are subject to change depending on the needs of the survivor. We will assist in any need the survivor may have to the best of our ability. Each of our survivors is given a choice in everything they need. For example, they get to choose which school they want to attend. They get to choose which rehab program they want. If one does not work, then they get to choose a different one.*

**BUDGET TABLE**

Agency: Olive Charitable Organization

Project Name: Olive Safe House

**Miscellaneous Project Cost:**

Administrative Coast (not to exceed 10% of total grant)	\$0.00
Supplies	\$0.00
Postage	\$0.00
Consultant/Counseling Services	\$5,000.00
Maintenance/Repair*	\$2,500.00
Publication/Printing	\$0.00
Transportation/Travel Required for Business	\$3,500.00
Rent (Portion allocated to this program) *	\$15,000.00
Equipment Rental	\$0.00
Insurance *	\$1,662.00
Utilities *	\$7,000.00
Telephone / Internet	\$1,301.64
Other Expenses (Specify): Food and clothing	\$3,500.00
	\$39,463.64

**CIP Request Only:**

Lead-based paint assessment/abatement	\$0.00
Construction/Renovation	\$0.00
Consultant/Professional Services	\$0.00
Construction Management	\$0.00
Other Expenses (Specify)	\$0.00
	\$0.00

TOTAL CDBG PROJECT BUDGET: \$39,463.64



## SUPPORTING DOCUMENTATION: Staff Work Experience

Currently, Olive has one paid staff member. April Molina has been paid through contract services for one and a half years. In order to make this happen, we have reached out to Community Corrections Partnership. They were generous enough to pay her wages until January of 2022.

April Molina came to Olive as a volunteer in February of 2018. She began with simple tasks like running errands and meeting clients. Her role has evolved into much more. She is responsible for all the administration tasks, case management for clients and guiding our team of volunteers.

### Work History for April Molina:

2001-2011 Had a partnership in a House Cleaning business. Ran day to day scheduling, inventory of supplies, taxes assessments, estimates for potential clients, deep cleaning.

2012-2014 Sole Proprietor of a House Cleaning business. Ran day to day scheduling, inventory of supplies, taxes assessments, estimates for potential clients, deep cleaning.

2015-2019 Custodian at Grace Community Church. Duties included, scheduling a cleaning schedule, ordering supplies, receiving shipments, maintenance of property, cleaning inside/outside of church grounds.

2019-present Administrator/Case Manager for Olive Charitable Organization. Duties include, all administrative tasks, hosting meetings for volunteers, updating board members, case management for all clientele, dividing tasks for volunteers, fundraising, scheduling education presentations, attending conferences/trainings, potential client assessments, updating social media and website.

### Volunteer History for April Molina:

2001-2019 April Molina spent 18 years volunteering at Grace Community Church. She was incredibly involved in different aspects of ministry. She taught elementary school children, youth ages 13 and up, was on the missionary leadership team, she was active in their outreach program.

2018-Present April Molina has resurrected the Love Madera campaign. This campaign began when she saw a need for cleaning in the Fresno River. She took her family down there and realized it would take a team of people to help get it done. That fall, 250+ volunteers spread out among 10 different service projects served their city. April Molina is still the current director of this program. She is responsible for attending monthly meetings with Love Our Cities, all social media content, connecting with project

leadership through out the city of Madera, pulling together a rally at Courthouse Park, making sure all the website is updated regularly.

Education for April Molina:

April Molina graduated high school a semester early in January of 1995. Since then she has only recently begun to further her education in the realm of human trafficking. She has completed all required trainings through Fresno Pacific University as well as Trauma YOUNiversity. She has attended various conferences and trainings that focus on victim advocacy for sex and labor trafficking. These conferences are “Be Free” through Fresno EOC, “Sexual Attachment” through The Journey Series, and many others. She will be furthering her education beginning this fall in business administration.

## MARKETING/OUTREACH PLAN

### **Social Media Platforms:**

Social media is a powerful tool that we have used to spread information and awareness. We have increased in our “followers” on Facebook and Instagram. We went from less than 200 followers to almost 700 followers on Facebook. Instagram has seen a steady increase from less than 20 followers to just over 100 followers. This increase of followers is evidence that the community around us supports our efforts and wants to learn more.

### **Email Publication:**

Olive has an account with Constant Contact. We have 288 subscribers to our email newsletter. We send one out every month with updates on victories for our survivors, volunteer opportunities, educational presentation schedule, and fundraising events. We have about a 55% “open rate” on our newsletter. This means just over half are opening and reading their email that we send out.

### **Website:**

Recently, we have been able to host a website of our own. This allows for eCommerce as well as information about Olive. Our home page has information about how to identify sex trafficking as well as the FBI tip line and the national number to turn in suspected activity. We also host a variety of items for sale.

### **Service Clubs:**

Madera Rotary, Madera Evening Lions and Soroptomist International have been instrumental in hosting Olive and making their members aware of the issues related to this topic. Lt. Foss is a member of Madera Rotary who are strong supporters. April Molina has joined the Madera Evening Lions to keep them updated. Both have a close connection to the Soroptomist International group.

### **Red Sand Project:**

January is Human Trafficking Awareness and Prevention month. Olive participates in this nationwide campaign by hosting the “Red Sand Project.” Red Sand Project is a participatory artwork created by Molly Gochman that uses sidewalk interventions and earthwork installations to create opportunities for people to question, connect and take action against vulnerabilities that can lead to human trafficking and exploitation.

*\*Our plan is to “stay the course.” Internet marketing and outreach are the way of the future and we will continue to make progress in this area.*

## CLIENT ELIGIBILITY/INCOME VERIFICATION PLAN

Olive maintains a client base that more often than not is homeless and jobless. When we assess a potential client, usually their primary income is prostitution. This is a crime and not a viable or sustainable source of income. We are unique in that we ask them to “quit working” rather than “keep working.”

Once they are no longer prostituting, they become dependent on us to meet all their needs. This can be very costly.

We are a “needs” based organization. If a client has no need to financial help, we help them in other areas where they need assistance.

There is no eligibility requirement to enter our program.

## REFERENCES

Mike Farmer	Pastor/Chaplain	4 <sup>th</sup> Street Church	559-706-4202
<a href="mailto:mfarmer@fourthstreet.org">mfarmer@fourthstreet.org</a>			
Kim Contreras	Community Minister	World Impact	559-455-8995
<a href="mailto:contreraskimcoach@gmail.com">contreraskimcoach@gmail.com</a>			
Debra Rush	Director	Breaking the Chains	559-283-0065
Alicia Bennett	Property Owner		425-531-2389
<a href="mailto:akbennett1985@yahoo.com">akbennett1985@yahoo.com</a>			
Dino Lawson	Chief of Police	Madera PD	559-232-4167
<a href="mailto:dlawson@madera.gov">dlawson@madera.gov</a>			
Sally Moreno	District Attorney		559-801-6553
<a href="mailto:sally.moreno@maderacounty.com">sally.moreno@maderacounty.com</a>			
Robert Blehm	Lieutenant	Madera SO	559-395-5036
<a href="mailto:robert.blehm@maderacounty.com">robert.blehm@maderacounty.com</a>			

**SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:**

As outlined in the program narrative, Lt. Daniel Foss of Madera Police Department noticed a gap in resources for women who are trapped in the illegal sale of commercial sex. It has been documented by law enforcement agencies and non-profits for about 10 years that commercial sex is mostly the crime of sex trafficking. Sex trafficking means there is a person selling another person to a third person for commercial sex. This crime has only been identified through law enforcement agencies for approximately 10 years. This industry went on being misunderstood for decades. Our resources for this information come directly from local agencies like, Central Valley Justice Coalition, Fresno EOC, Madera Police Department, as well as nationwide agencies like Polaris, Federal Bureau of Investigation, and Thorn. Thorn has developed technology that is used by law enforcement to track the online sales of victims. Having direct ties with law enforcement gives us an edge on this important technology. Currently, when we log onto Thorn's website, we can pull up over 20,000 ads for illegal sale of commercial sex. Not all of those are in Madera, however, we have estimated that on any given day, about 250-300 are in Madera. There is a great need for supportive services of victims of sex trafficking in this area.



Attachment: **EXISTING SERVICES:**

1. List other agencies currently addressing the need or problem described above.
  - a. OLIVE Charitable Organization is currently the only agency that offers specialized housing, counseling, and case management for victims of human sex trafficking in Madera City/County.
2. Explain how your program supplements or complements existing services without duplicating them.
  - a. Our program works in partnership with other agencies as the needs of the client become clear. When a person enters our program or safe house, they are connected to all the necessary services they need. We walk them through the paperwork, provide transportation to and from appointments, and connect them with any and all services available. We have helped with medical, social security, ID cards, parenting classes, applying for county workforce, etc. Those who are referred to our program, enter the Elevate Academy through Rebecca Bender's non-profit organization that specializes in education for victims of sex trafficking, as well as trauma counseling that specifically targets victims of sex trafficking. If there is a service that is necessary for rehabilitation but unavailable in Madera City/County, we seek it out in other counties. Our goal is to provide all the available opportunities for empowerment and success.
3. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.
  - a. OLIVE is an incredibly young organization. We have only been in operation for 6 years and only had our safe house open for 3 months. Our effectiveness is the testimonies of the women who no longer walk the streets but are enrolled in school, have full time jobs, have reunited with family, and have years of successful therapy under their belts.
4. Which National Objective does your program meet?
  - a. The national objective that Olive meets falls under LOW/MOD: "**Area Benefit, Limited Clientele, and Housing.**" Through the services offered by Olive, all these criteria are met. **Area Benefit:** Our outreach is specific to street level prostitution. This issue is growing and is usually met with hostility from community members. It is also unsafe for many low-income women and young girls in our community as they are direct targets of traffickers. Sex trafficking touches the lowest level of income the most often. Prevention and assistance to high-risk individuals and victims of sex trafficking reduces crime in most areas of the city, as well as helps to eliminate poverty. **Limited Clientele:** All the clientele of Olive fall into the low/mod category. Olive limits its services to only victims of sex trafficking. The victims have no income of their own, no housing options, no

stable jobs, and no way to provide for themselves. All our clientele has experienced severe abuse and trauma. All the clientele of Olive are homeless when first contact is made. **Housing:** Olive provides a “safe house” specifically designated for victims of sex trafficking. Our shelter provides much needed safety from violence and threats of violence by traffickers. This house is meant to be temporary, but long enough to get our clientele proper trauma counseling for behavioral health issues, obtaining proper identification, reunification with family, referrals to rehabilitation programs, connecting to health screenings, allowing time for housing through state and local programs, and provide workforce/school assistance. All these services are free of charge for clientele.

5. Which measurable objectives does your program meet?
  - a. \$39,463.64
6. How will your program meet its goals in one year?
  - a. Olive’s goals are simple, help victims maintain their own personal goals. Olive works with victims to set their own goals. Once those goals become clear, we help victims prioritize the most immediate need to the ones that can happen later. Once priority is established, our job becomes assistance and accountability. Our clients do the work themselves. This builds empowerment within the person and a sense of pride. Once that is established, the goals become accessible in the mind of the client.
7. What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letter of commitment.
  - a. Olive has applied for funding through Community Corrections Partnership Madera County for wages for one employee. The grant monies are tied to AB-109 Public Safety Realignment Act of 2011. Olive fits the profile for this money because we handle a population that is both criminal and victim related. Although we assist “victims” of sex trafficking, often this is translated into the crime of prostitution in the current justice system. The majority of our clients are either on probation or have been charged/convicted of the non-violent crimes of drugs or prostitution. This funding from CCP was approved May 26<sup>th</sup>, 2021. The funding we are asking from CDBG will be for housing, not wages.
8. 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).
  - a. Olive hosts an annual dinner/auction to raise funds to be used for direct services for clientele. Since the founding of Olive, giving and fundraising has been on a steady incline. I have attached copies of our tax forms for the last 4 years. Despite our organization being unable to host our annual event during the shut-down of 2020 due to the COVID-19 pandemic, Olive saw an increase in charitable

giving from community members and service clubs. Our annual increase has been evidence that the community sees a need for our organization. As human trafficking becomes more and more evident nationwide, it is imperative that we keep our doors open to those who are vulnerable in the community. The goal we have set for fundraising this year is \$30,000.00. We anticipate reaching this goal.

9. 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.
  - a. Olive has reached out to local services clubs. Madera Rotary, Madera Evening Lions, UV Cares, and Soroptomist International were among the community members who came in, spent lots of time and money to furnish our building. Each service club was given rooms to make their own. Each room has come out beautifully. They really did a great job making sure it looks and feels like a home. Our team is made up of 17 volunteers from various parts of the community. This does not include our board of directors. We meet monthly to discuss what we can do to improve our services. Each of our volunteers has a position that only they can fill. We have one who takes the women grocery shopping for healthy items every couple of weeks. We have one who provides crafts once a week. We have several who come out to sit and spend time with our women building healthy relationships. Some of our volunteers are available for transportation purposes and some for case management. We rely very heavily on support through volunteering from our community members. We have attached several letters as an example of support from our community partners.
10. 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. Often victims of sex trafficking are not safe in the community they are in. This becomes an issue when city/county monies are involved. If we need to move a victim to a different county for their own safety, we used privately donated money and volunteer hours to facilitate this.
11. When there is an overflow of clients, how is it determined whom to serve?
  - a. In the case of overflow of clients, we have partnered with other agencies outside of Madera that we refer them to. We have spent the last 3 years building a network of agencies between Fresno and Merced. Olive has grown at a rapid rate, so we had to have alternative solutions.
12. Discuss your program's/project's successes.
  - a. Olive is young in the realm of non-profit organizations. We have been around going on 6 years. In those six years, we have grown from one volunteer helping one client to a team of volunteers, one employee and reaching an average of 8 victims per month. This year, we have been successful in opening our safe house for victims to have a place to be safe while they are rehabilitated. With 5 rooms

available, this makes all the difference in recovery. Having the stability and safety of housing means our survivors can focus on their personal goals rather than survival. All our survivors are at different levels in their recovery. Some are ready to work almost right away. Others may need more counseling before entering the workforce is possible. We have one who came to us through Madera County Sheriff's Office. Since coming into our program, she has entered the workforce, has her own car, and is about to move into her own place. Another survivor is entering a teaching program at Fresno State University. She has spent the last 4 years working hard on herself through counseling, drug rehab, job searches, scholarships, etc. All our survivors are doing exceptionally well where they are right now. Each one has their own success story. We have also been more successful in our educational front. Pre-covid shut down, we were doing 2-3 education presentations per month for the community. During covid shut down, we had to switch our venue to zoom which proved difficult but still successful. In February, Child Protective Services reached out to us and we were able to provide training for over 300 of their employees. This year, we will be partnering with Central Valley Justice Coalition to host a one-day seminar this fall. We have been contacted by California Department of Corrections help them enhance their specialized youth offender program through restorative justice. This will affect the population ages 18-24 years old that are currently incarcerated or at risk of becoming incarcerated.

13. Discuss your program's/project's past performance (2015 to 2020)

- a. As stated, Olive has seen exponential growth in the last 5 ½ years. Olive has gone from one Lieutenant volunteering his time helping one or two victims to a team of 17 volunteers helping multiple victims. Over the last four years, Olive has gone from 1 client to assisting over 20 clients. Olive has spent the last 4 years expanding partnerships with other local law enforcement and human trafficking agencies and have significantly expanded our services. Olive has also made great progress in the last few years with reaching out to area agencies and building partnerships with community service clubs, businesses, and other non-profits. We now offer transportation services, housing options, trauma counseling, help with obtaining proper identification, and assistance with connecting to proper resources. We also assist with navigating all available options through the state of California and beyond. We have a success rate of about 85%, however, we are still in contact with the 15% that did not want our services. In this past year alone, we have not had to do any street outreach ourselves. We have had different agencies reach out to us instead. Those agencies consist of but are not limited to Fresno Probation, California State Parole, CAPMC, Central Valley Justice Coalition, Central Valley Against Human Trafficking, World Impact, Madera Police Department, Madera County Sheriff's Office, Madera County

Behavioral Health, and many others. The number of identifiable victims of human trafficking will only increase in years to come.

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

- a. Olive is the only recorded agency in all of Madera County that directly targets the population of sex trafficked victims. As other agencies have a variety of services, Olive has one. Our focus will remain on street level prostitution. Documentation is in our assessment form. We ask very direct questions during the assessment process to be sure they are a victims of human sex trafficking. The law is clear that there must be a “third party” involved in the selling of sex to a customer. This third party is the trafficker. Once that is identified through our assessment process, we move forward with services. If it is found that this is not the case, we refer to an agency that fits the individual.



## O.L.I.V.E. Charitable Organization

*Overcoming Limitations through Intervention, Value and Empowerment*

**May 21, 2021**

**City of Madera CDBG Grant Division**

**205 W. 4<sup>th</sup> Street**

**Madera, CA 93638**

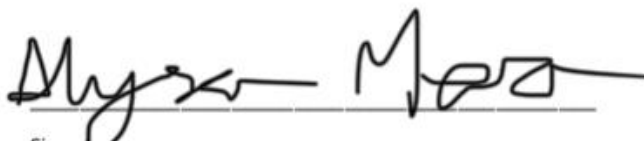
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It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

I have worked closely with Olive over the last two years as they have worked tirelessly to open their new safe house. The financial support that this grant monies will provide will go a long way in improving the lives of the victims of sex trafficking. Granting this request will ensure Olive's necessary work will continue to serve the most vulnerable members of our community.

With Olive being the only support for victims of sex trafficking in the city and county of Madera, it is my personal belief that we should all do what we can to make sure they can continue their good work.

In conclusion, I fully support the efforts of Olive to seek external funding to support a program designed to assist victims of sex trafficking. Any programs that can help women get off the streets and out of the sex industry will benefit our community at large.

  
Signature

5/26/2020

Date



**O.L.I.V.E. Charitable Organization**  
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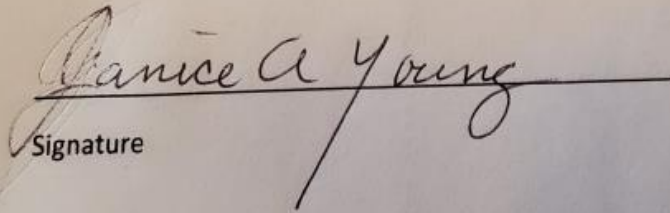
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Signature

5-26-2021  
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Gabriela Chavez 5.25.21

Signature

Date



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Signature

5/25/21

Date



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Sylvia Anguiano

Signature

5/27/2021

Date



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*Overcoming Limitations through Intervention, Value and Empowerment*

**May 21, 2021**

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Date



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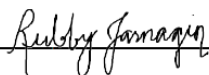
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\_\_\_\_\_  
Signature

05/27/2021  
\_\_\_\_\_  
Date



*Soroptimist International  
Of Madera  
P.O. Box 995  
Madera, CA 93639*

**May 25, 2021**

**To Whom It May Concern:**

**Soroptimist International of Madera has been supporting The Olive Foundation over the last several years. We wholeheartedly support their vision and goals to assist women and girls who are affected by the cruelty of human trafficking. Our organization's mission statement is being realized by the efforts made by our collaboration with The Olive Foundation.**

**Over the past several years, we have provided donated items, monetary support, and most recently have helped to furnish and decorate two of the rooms at the safe house established by the Foundation. We plan to continue to support the Foundation with continued monetary support and also volunteer as mentors or in any other capacity, if needed.**

**Our community will be well served to continue to support this organization well into the future. The needs of the women affected by human trafficking will be long-term, and it will take the resources and support from many people, agencies, and organizations to continue the goals and accomplishments of The Olive Foundation.**

**Thank you.**

**Sincerely,**

**Celeste Voyles, Chairperson  
Olive Foundation Committee  
Soroptimist International of Madera**

*Soroptimist is a global volunteer organization that provides women and girls with access to the education and training they need to achieve economic empowerment.*



**Manuel & Kim Contreras**

mcontreras@worldimpact.org

kcontreras@worldimpact.org

**WORLD IMPACT - FRESNO**

646 N. Bond St.

Fresno, CA

(559) 455-8995

**May 26, 2021**

**City of Madera CDBG Grant Division**

**205 W. 4<sup>th</sup> Street**

**Madera, CA 93638**

Dear Mayor and Members of the City Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

I have worked closely with Olive over the last two years as they have worked tirelessly to open their new safe house. The financial support that this grant monies will provide will go a long way in improving the lives of the victims of sex trafficking. Granting this request will ensure Olive's necessary work will continue to serve the most vulnerable members of our community.

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Sincerely,

A handwritten signature in black ink, appearing to read "Kim Contreras", with a long, sweeping flourish extending to the right.

Kim Contreras





Madera Rotary Club  
PO Box 135  
Madera CA 93639  
501 (c) 3  
Tax ID 77-0285234

Sandra Avila Mendez  
President  
(559) 479-0454

Velvet Rhoads  
Claudia Densmore  
Co-Treasurers  
(559) 479-1949

Beverley Iverson  
Secretary  
(559) 284-1315



# Madera Rotary Club

Meets Tuesday Noon at Madera Municipal Golf Course

May 27, 2021

City of Madera CDBG Grant Division  
205 W. 4th Street  
Madera, CA 93638

Dear Mayor and Members of the City Council,

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Sandra Mendez, President  
Madera Rotary Club

  
Signature

5/27/21  
Date



**O.L.I.V.E. Charitable Organization**  
*Overcoming Limitations through Intervention, Value and Empowerment*

**May 21, 2021**

**City of Madera CDBG Grant Division  
205 W. 4<sup>th</sup> Street  
Madera, CA 93638**


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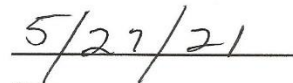
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Signature



Date



## O.L.I.V.E. Charitable Organization

*Overcoming Limitations through Intervention, Value and Empowerment*

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4<sup>th</sup> Street

Madera, CA 93638

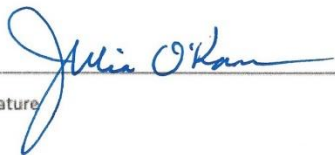
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Signature

5-26-21  
Date



# THE VINEYARD

O.L.I.V.E. Charitable Organization  
*Overcoming Limitations Through Intervention, Value and Empowerment*  
RESTAURANT & BAR

May 21, 2021

City of Madera CDBG Grant Division  
205 W. 4<sup>th</sup> Street  
Madera, CA 93638

Dear Mayor and Members of the City Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

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Signature

5.27.21

Date

605 South "I" St, Madera, CA 93637 • (559) 674-0923  
vineyardrestaurant.com



May 27, 2021

City of Madera CDBG Grant Division  
205 West 4th Street  
Madera, CA 93638

Dear Mayor and Member of the City Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

Ever since becoming aware of the organization in 2017 I have believed in their mission and work here in our community. This work is imperative to the recovery of the women they help.

I have been fortunate to work closely with them by furnishing the building which has become their safe house. Dan Foss and April Molina have worked tirelessly to make the safe house a reality. The financial support that these grant monies will provide will go a long way in improving the lives of the victims of sex trafficking. Granting this request will ensure Olive's work will continue to serve the most vulnerable members of our community.

I appreciate the way O.L.I.V.E. works closely with so many local organizations, making the safe house truly a community asset. I hope with the City of Madera's help that the safe house continues to thrive for many years to come.

In conclusion, I support the efforts of O.L.I.V.E. to seek external funding to support a program designed to assist victims of sex trafficking. I hope you all see the value this organization provides our community and will give it your full support.

Sincerely,

  
Alicia Bennett



**O.L.I.V.E. Charitable Organization**  
*Overcoming Limitations through Intervention, Value and Empowerment*

**May 21, 2021**

**City of Madera CDBG Grant Division  
205 W. 4<sup>th</sup> Street  
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\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date



**O.L.I.V.E. Charitable Organization**  
*Overcoming Limitations through Intervention, Value and Empowerment*

**May 21, 2021**

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Richard C Rollins  
Signature

5/27/21  
Date





**O.L.I.V.E. Charitable Organization**  
*Overcoming Limitations through Intervention, Value and Empowerment*

**May 21, 2021**

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Date



**O.L.I.V.E. Charitable Organization**  
*Overcoming Limitations through Intervention, Value and Empowerment*

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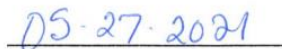
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*Overcoming Limitations through Intervention, Value and Empowerment*

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Signature

The date "5-27-2021" is handwritten in blue ink above a horizontal line.

Date



**O.L.I.V.E. Charitable Organization**  
*Overcoming Limitations through Intervention, Value and Empowerment*

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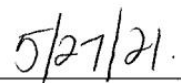
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Signature

  
\_\_\_\_\_  
Date



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*Overcoming Limitations through Intervention, Value and Empowerment*

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5-27-2021



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Signature

5.27.2021  
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Date





**O.L.I.V.E. Charitable Organization**  
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205 W. 4<sup>th</sup> Street  
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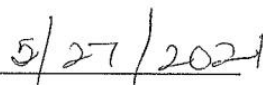
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Date





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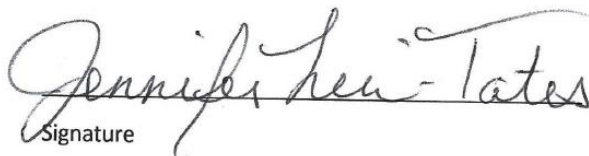
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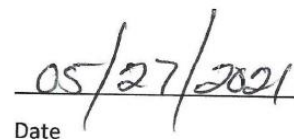
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Signature

  
Date



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*Overcoming Limitations through Intervention, Value and Empowerment*

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**City of Madera CDBG Grant Division  
205 W. 4<sup>th</sup> Street  
Madera, CA 93638**

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Billy Latus  
Signature

05/27/21  
Date

## Exhibit B

### FY 2021-22 CDBG PROJECT

**AGENCY:** O.L.I.V.E. Charitable Organization

**PROJECT NAME:** O.L.I.V.E. Safe House

#### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs (not to exceed 10% of total grant)	\$ 0.00
Supplies	0.00
Postage	
Consultant Services	5,000.00
Maintenance/Repair	2,500.00
Publications/Printing	
Transportation/Travel Required for Business	3,500.00
Rent (portion allocated to this program)	15,000.00
Equipment Rental	
Insurance	1,662.00
Utilities	7,000.00
Telephone	1,301.64
Other Expenses (Specify):	3,500.00

See attachment: EXISTING SERVICES #2

#### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

See attachment: EXISTING SERV #4

**TOTAL CDBG PROJECT BUDGET:**

\$ 39,463.64

# Exhibit C

CITY OF MADERA

## Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: O.L.I.V.E. Charitable Organization  
1625 Howard Rd #170  
Madera, CA 93637

PROJECT TITLE: O.L.I.V.E. Safe House

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:**

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

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

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

---

Date

---

Type of Assistance

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

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

---

Signature

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



## INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

### A. General Instructions

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

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

# Exhibit D

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

# Exhibit E

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

### Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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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
<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

## Attachment 6

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$5,000) WITH  
PEQUENOS EMPRESARIOS**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Pequenos Empresarios in the amount of \$5,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Pequenos Empresarios.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Pequenos Empresarios, hereafter referred to as "SUBRECIPIENT."

### RECITALS

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

### AGREEMENT

#### 1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "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 tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$5,000.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement **provides** authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the

Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems

appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of



every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

#### Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:

City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:

Pequenos Empresarios  
414 Elm Street  
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

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

**CITY OF MADERA:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

**PEQUENOS EMPRESARIOS:**

By: Leonor Hipolito  
Leonor Hipolito, President

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

Date: 07-06-2021<sup>LH</sup>

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

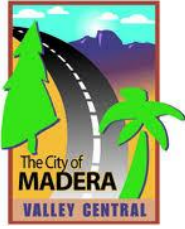
By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

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

Date:

\_\_\_\_\_

## Exhibit A



### CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET



Application due date: On or before **May 28, 2021 by 5:00 PM**  
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) <b>DATE &amp; TIME SUBMITTED:</b> May 27, 2021	
Applicant Name: <b>Pequenos Empresarios Inc</b>	
Physical Address: 16905 Rd 26 Suite #103, Madera, Ca. 93638	
Mailing Address: <b>414 Elm St, Madera, Ca. 93638</b>	
Program Name: <b>Virtual Program</b>	
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: <b>45-5640209</b>	
Grant Administrator (Principal contact)	Leonor Hipolito President (559)7184801 bs.pequenosempresarios@gmail.com
First & Last Name and Title:	
Telephone Number and Email Address:	
Program/Project Administrator (Manages Day-to-Day Tasks of Program)	Leonor Hipolito President (559)7184801 bs.pequenosempresarios@gmail.com
First & Last Name and Title:	
Telephone Number and Email Address:	
Amount Requested: \$ <b>44,900</b>	

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<input type="checkbox"/> 1 original completed application  <input type="checkbox"/> Font: 12 point <input type="checkbox"/> Paper: 8 1/2 x 11 <input type="checkbox"/> Single-sided, <u>no double-sided pages</u> , single-spaced and numbered consecutively  <input type="checkbox"/> One-inch top, bottom, left and right margins  <input type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)  <input type="checkbox"/> No dividers	<input type="checkbox"/> Grant Application Coversheet
	<input type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	<input type="checkbox"/> Program/Project Timeline
	<input type="checkbox"/> Budget Table
	<input type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	<input type="checkbox"/> Marketing/Outreach Plan
	<input type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	<input type="checkbox"/> References

### **Submittal Option**

- 1) Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)



## **CITY OF MADERA**

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION**

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

#### **Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

#### **Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

#### **Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

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

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

**EXISTING SERVICES:** List other agencies currently addressing the need or problem described above. KidsHealth, Childminding.org, and unicef

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

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.

Which National Objective does your program meet? attachment.

Which measurable objectives does your program meet? \$ 0.00

How will your program meet its goals in one year? attachment

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

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). attachment.

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. \_\_\_\_\_

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

Our request funds will be to serve children residing within the City of Madera, Ca

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

Children are selected on a first come first serve basis.

Discuss your program's/project's successes.

attachment.

Discuss your program's/project's past performance (2015 to 2020).

attachment

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

attachment.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	21,040	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	140	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	yes	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

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 +
		60	20		30	10		
GENDER	Female	60						
	Male	80						
FEMALE HEAD	15							

<b>Ethnic Categories*</b>	<b>No.</b>
Hispanic or Latino	140
Not-Hispanic or Latino	
<b>Racial Categories*</b>	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

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

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

## FY 2021-22 CDBG PROJECT

**AGENCY:** [pequenos empresarios](#)

**PROJECT NAME:** [Virtual Program](#)

### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs (not to exceed 10% of total grant)

Supplies

Postage

Consultant Services

Maintenance/Repair

Publications/Printing

Transportation/Travel Required for Business

Rent (portion allocated to this program)

Equipment Rental

Insurance

Utilities

Telephone

Other Expenses (Specify):

[attachment.](#)  
[budget attachment.](#)

### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services

Construction Management

Other Expenses (Specify):

[attachment.](#)

**TOTAL CDBG PROJECT BUDGET:**

\$ 0.00

## **CITIZEN PARTICIPATION:**

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions. attachment
2. Note complaints that have been received, etc.  
n/a
3. Evidence of collaboration with other agencies within the community.

Wellsfargo, Latino Community, Consulado de Mexico, and Fresno Area Chamber

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

## **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?

<b>Name</b>	<b>Title</b>	<b>Company/Agency</b>	<b>Phone</b>	<b>Email Address</b>
Adriana Saldivar	Program Manager	LatinoCommunityFoundation	559-827-5373	asaldivar@latinocf.or
Maria Fernandez	Community Department	Mexican Consulate	559-233-3065	mcamara@consulmexfresno.net
Armando Jimenez	Insurance	New York Life Insurance Company	559-824-6904	ajimenez@ft.nyorklife.com

## SPONSORING AGENCY MANAGEMENT

### CORPORATION DIRECTORS:

How often does the Board meet? Last thursday of every month

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

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

3 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 10/28/2013

IRS Employer Number: 45-5640209

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

### 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? no audit requirements form wells Fargo

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:

N/A

List any outstanding obligations:

N/A



**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of Pequenos Empresarios Inc do hereby resolve that on May 27, , 2021, 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 27, \_\_\_\_\_, 2021

AGENCY NAME: Pequenos Empresarios Inc

ADDRESS: 16905 Rd 25 Suite #103, Madera, Ca 93638

TELEPHONE: (559)718-4801

Email Address bs.pequenosempresarios@gmail.com

By: Leonor Hipolito  
President of the Board of Directors

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

By: Leonor Hipolito  
Executive Director

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

**DUE DATE:** **May 28, 2021, 5:00 p.m.**

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

<b>CDBG 2021/2022 Applicant Scoring Rubric</b>		
<b>Criteria</b>	<b>Points</b>	<b>Committee Member Ranking</b>
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Question No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
<b>Total</b>		

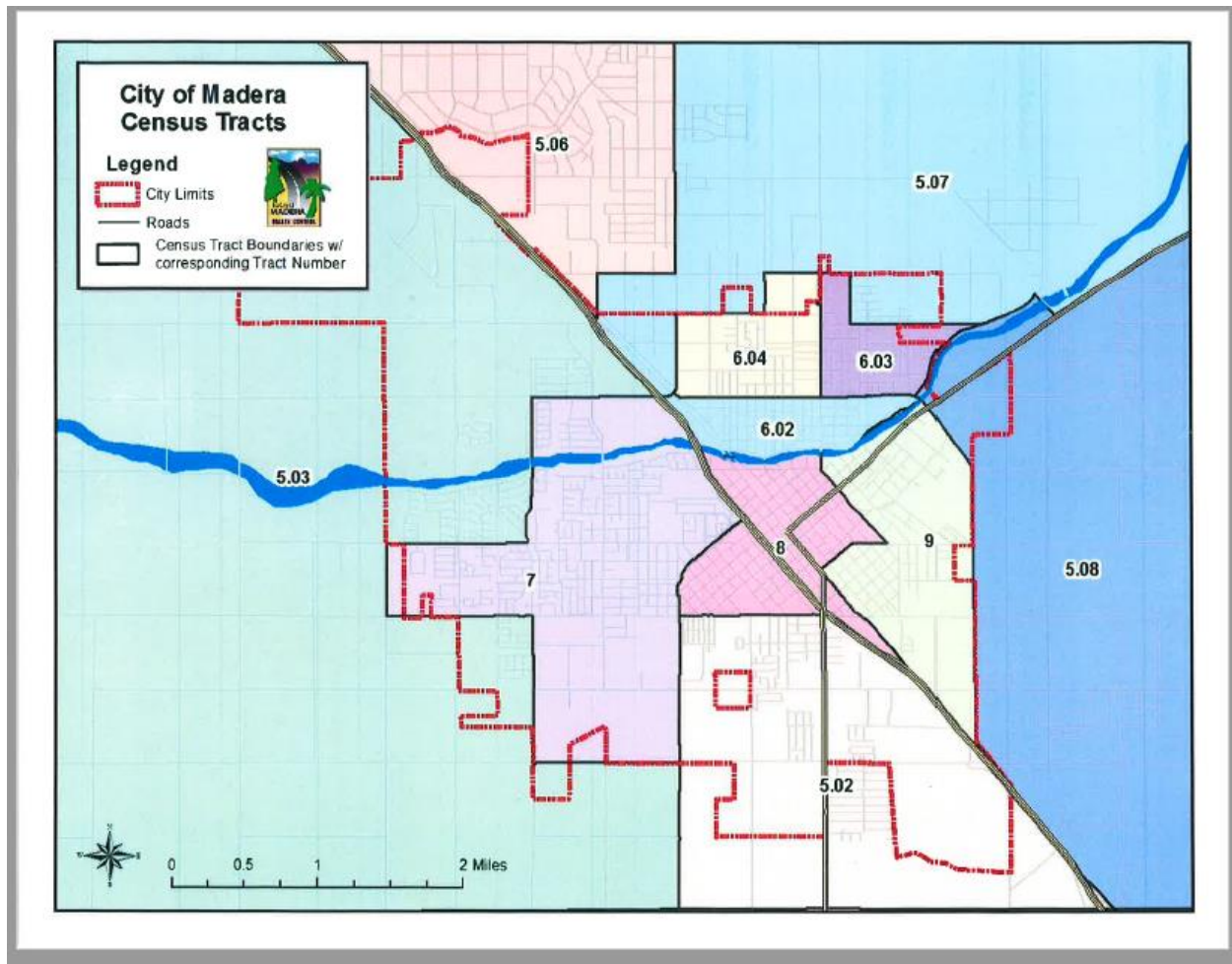
# Attachment A

## City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



## ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9  
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG  
PROGRAMS AND PROJECTS MUST OCCUR



## ATTACHMENT

Please see answers below to some of the questions in the application.

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

**Our services are geared towards reinforcing the core subjects to better prepare students and help them increase their grades. Additionally, students are taught healthy habits that are normally lacking in regular schools such as discipline, goal setting and personal development .**

---

Which National Objective does your program meet?

**We will be meeting National Objective number two and three. Public Services Services that assist abused, abandoned or neglected children. Mental health services and facilities. Senior services. Economic Development: Financial assistance for low-income individuals to create or expand a business. Programs to assist with job skills development and job placement.**

---

Which measurable objectives does your program meet?

**our measurable objectives are met by mentoring these children to become successful entrepreneurs and businessmen by the improvement of reading, comprehensive, and verbal communication as well as writing communication**

---

How will your program meet its goals in one year?

**Our goal is to improve their grades and grade point average from the start of the program to the completion of the program. We have many programs in place to meet there's objectives including, but not limited to: Writing, assignments, reports, presentation and accountability for one's actions.**

---

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

**We are a Non-profit organization and as such as the community for support in the form of fundraisers, donations, and grants.**

---

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

ATTACHMENT

**We have been successful in obtaining a grant from WellsFargo, FordDream, CaRelief, Armando Jimenes, and a grant from Eidl. Our goal is to reach out to the financial institution and successful businesses in our community requesting funding for our program.**

---

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

---

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

**Services will not be offered outside the Madera city limits.**

---

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

**We give priority to low income families. Parents complete an application where they share their combined income. Children are selected on a first come first serve basis.**

---

Discuss your program's/project's successes.

**We successfully helped more than 100 kids and their parents complete the program where many of them have started their own business and because of this obtained additional income that prevented them from possibly becoming homeless. Additionally, since the program inception, 90% of the students who have received the services have considerably increased their school grades and their social and communication skills.**

Discuss your program's/project's past performance (2015 to 2020).

**In our eight years of serving the community, the Pequeños Empresarios program has grown each year. We have increased the number of children enrolled in the program. As well as Pequeños Empresarios have been improving the workshops for a better performance each year. We are happy to say that our parents' community love and support the program. Our programs have been recognized by other organizations to be a great program for kids.**

---

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

**Surveys, Feedback, Reviews, and a questionnaire at the end of the program for parents to answer.**

# Virtual Program

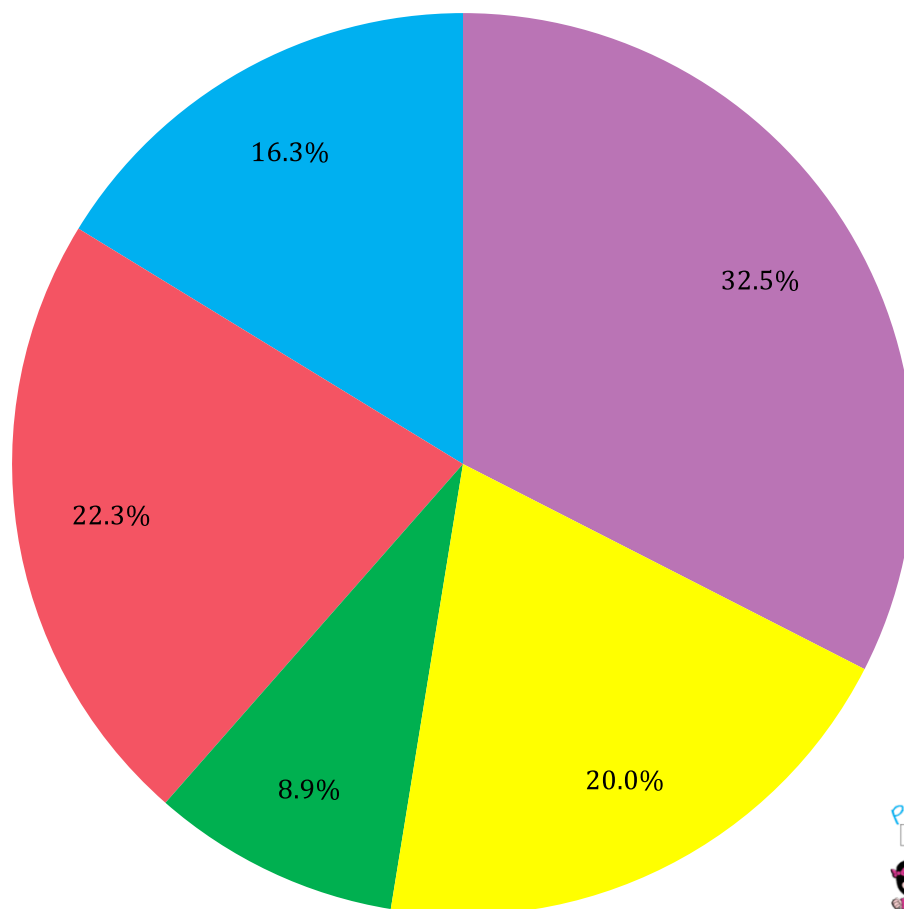
16 weeks/ 100 hours

50 Students



## Budget Summary Per Child

CATEGORY	ESTIMATED	ACTUAL	OVER/UNDER
Administration	292.00	292.00	0.00
Staff	180.00	180.00	0.00
Workshops	80.00	80.00	0.00
Supplies	200.00	200.00	0.00
Graduation	146.00	146.00	0.00
<b>Total Expenses</b>	<b>898.00</b>	<b>898.00</b>	<b>0.00</b>





# Exhibit B

## FY 2021-22 CDBG PROJECT

**AGENCY:** pequenos empresarios

**PROJECT NAME:** Virtual Program

### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs (not to exceed 10% of total grant)

Supplies

Postage

Consultant Services

Maintenance/Repair

Publications/Printing

Transportation/Travel Required for Business

Rent (portion allocated to this program)

Equipment Rental

Insurance

Utilities

Telephone

Other Expenses (Specify):

[attachment.](#)  
[budget attachment.](#)

### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services

Construction Management

Other Expenses (Specify):

[attachment.](#)

**TOTAL CDBG PROJECT BUDGET:**

\$ 0.00

# Exhibit C

CITY OF MADERA

## Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: Pequeños Empresarios  
414 Elm St  
Madera, CA 93638

PROJECT TITLE: Virtual Program

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

### I. CLIENT INFORMATION:

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

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

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

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

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

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

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

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

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

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

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

---

Date

---

Type of Assistance

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

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

---

Signature

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

## INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

### A. General Instructions

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

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

# Exhibit D

## COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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



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

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

# Exhibit E

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

### Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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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
<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

## Attachment 7

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$35,500) WITH  
MADERA COALITION FOR COMMUNITY JUSTICE**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Madera Coalition for Community Justice in the amount of \$35,500 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Madera Coalition for Community Justice, hereafter referred to as "SUBRECIPIENT."

### **RECITALS**

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

### **AGREEMENT**

#### **1. Services**

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

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

##### **a. Compensation**

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$35,500.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

In addition, if the Subrecipient receives CDBG funds under this Agreement, the

subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in

writing by the City Manager, or his designee.

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement,

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during

the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

#### Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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



## Additional Insurance

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

### 26. Violation of Federal Rules and Regulations

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

### 27. General Provisions

#### a. Entire Agreement

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

#### b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
Madera Coalition for Community Justice  
219 S. D Street  
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

**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: \_\_\_\_\_  
Santos Garcia, Mayor

By: Loures Herrera  
Lourdes Herrera, Director

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

Date: 07/2/2021

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

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

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

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

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

## Exhibit A



### CDBG 2021/2022 GRANT APPLICATION

#### Public Services

#### COVER SHEET



Application due date: On or before **May 28, 2021 by 5:00 PM**

City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only)

**DATE & TIME SUBMITTED:**

Applicant Name: **Madera Coalition for Community Justice**

Physical Address: **219 S. D St.**

Mailing Address:

Program Name: **Madera Rental Assistance Program**

If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:

**77-0391942**

Grant Administrator (Principal contact)    Lourdes Herrera  
Director  
First & Last Name and Title:                      559-661-1879;  
   lourdes@maderaccj.org

Telephone Number and Email Address:

Program/Project Administrator (Manages Day-to-Day Tasks of Program)

Same as above

First & Last Name and Title:

Telephone Number and Email Address:

Amount Requested: \$ **77,300**

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<p>1 original completed application</p> <p><input checked="" type="checkbox"/> Font: 12 point</p> <p><input checked="" type="checkbox"/> Paper: 8 1/2 x 11</p> <p><input checked="" type="checkbox"/> Single-sided, <u>no double-sided pages</u>, single-spaced and numbered consecutively</p> <p><input checked="" type="checkbox"/> One-inch top, bottom, left and right margins</p> <p><input checked="" type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)</p> <p><input checked="" type="checkbox"/> No dividers</p>	<p><input checked="" type="checkbox"/> Grant Application Coversheet</p> <p><input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance &amp; Applicability)</p> <p><input checked="" type="checkbox"/> Program/Project Timeline</p> <p><input checked="" type="checkbox"/> Budget Table</p> <p><input type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)</p> <p><input type="checkbox"/> Marketing/Outreach Plan</p> <p><input type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)</p> <p><input checked="" type="checkbox"/> References</p>
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### Submittal Option

- 1) Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)

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. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

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

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

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.

Which National Objective does your program meet? See narrative

Which measurable objectives does your program meet?

How will your program meet its goals in one year? See narrative

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

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).

See narrative.

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

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.

See narrative.

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

See narrative.

Discuss your program's/project's successes.

See narrative.

Discuss your program's/project's past performance (2015 to 2020).

See narrative.

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

See narrative.

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

There is nothing more devastating to a family 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 given the area's static housing stock. There is the obvious health and safety dangers posed. But stressors begin building up long before the actual eviction causing an increase in domestic violence, child abuse, drug and alcohol abuse which take a frightful toll on families. As such, it is the most pressing emergency need in Madera even more so than food security.

The need for affordable housing has been documented in the local jurisdiction's housing plan and HUD Consolidated Plan for multiple decades. Same is reflected in Madera County and Chowchilla's planning documents. The need has become more acute with each succeeding year as families looking for housing outstrip the production of new housing. This reached crises proportions with the advent of COVID. The specter of rising homelessness was an existential threat but for the federal CARES Act I & II which staved off massive evictions by providing a temporary reprieve. However, the rental assistance was earmarked for those who were directly impacted by COVID. However, there are many families who were indirectly impacted the pandemic in a myriad of ways but ineligible for rental assistance. Thus, the current Housing Is Key's Emergency Rental Assistance Program is used sparingly by tenants behind in their rent. MCCJ's experience in managing the CDBG COVID-19 rental assistance is that approximately a third of the applicants are eligible and/or able to provide documentation supporting their claims. Separately, AB 1482 and 3088 and SB 91 have been a collective godsend. But once again, they strictly target those directly impacted by COVID-19. Once again, the overwhelming majority of tenants struggling with rent payment are simply not covered. But for the aforementioned laws and other actions taken by the state and the courts, there would be a deluge of evictions. As it is, many families are teetering on the brink of homelessness, experiencing transitory homelessness, overcrowding and/or overpaying for housing.

The need for rental assistance in the City of Madera is an understatement.

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. 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.

**EXISTING SERVICES: List other agencies currently addressing the need or problem described above. Explain how your program supplements or complements existing services without duplicating them.**

The City is preparing to release approximately \$350,000 in rental assistance for tenants facing eviction due to loss of income attributable to COVID-19. Likewise, the County is contemplating earmarking a small amount of money for rental assistance from its CDBG allocation. Once again, both programs target those directly impacted by COVID-19. Both MCCJ and CAPMC are in line to receive funding from the City to assist with disbursing the rental assistance.

CAPMC and CVOC receive money from other sources that they use to assist tenants unable to pay rent. Neither require documentation of COVID-10. However, the amount is approximately \$500 and in the case of the latter, only migrant families are eligible. Suffice it to say that the pool of rental assistance for non-COVID impacted tenants facing eviction is small and totally inadequate.

Madera County Department of Social Services provides welfare recipients facing imminent eviction with the first month's rent and security deposit. However, this is confined to families on public assistance and most are tenants are not receiving cash assistance or eligible due to legal status. More importantly, this fact is provided after the fact and not to keep families from losing their housing in the first instance. The fact of the matter is that it is near impossible to find new housing once evicted notwithstanding availability of first month's rent and deposit.

To the extent that MCCJ will be assisting families unable to pay rent due to COVID in the forthcoming fiscal year, the proposed Madera Rental Assistance Program will seamlessly work in tandem with the existing program that will be receiving a replenishment of funds in the upcoming fiscal year. It affords MCCJ the flexibility to assist tenant families by resorting to the most appropriate one. Additionally, MCCJ operates PG&E's Reach program and California Public Utility Commission's TEAM program. The former is a utility payment assistance program and the latter a utility bill dispute. Further, staff will refer home-owners who are behind in mortgage payments to California Rural Legal Assistance that assist in loan modifications. Still further, as it did previously, MRAP will be able to continue counseling tenant families about employee sick pay due to COVID (SB95), other rights and various income replacement opportunities making it a holistic program, i.e., one-stop shop.

MRAP will do the following:

- Assist families facing eviction due to nonpayment of rent which are not COVID related; Amounts will vary between \$500 to \$1500.
- Households seeking assistance will be provided with and required to complete an application and furnish supporting documents. All applications will be reviewed to determine the merits of their requests and amount of assistance granted. Decision whether to issue a grant and the amount will be completed within 48 hours. All payment disbursed will be made to the vendor (e.g., landlord). Staff will investigate to verify information provided.



- Staff will conduct outreach to publicize the program to residents of the City of Madera through its community networks and recruit the assistance of local agencies, nonprofits and faith institutions to refer clients in need. Staff also utilize local media (e.g., Madera Tribune, Radio Bilingue, Univision, etc.) as well.
- Services will be provided during business hours on a daily basis from MCCJ's office in downtown Madera. The manner in which intake will occur will be in-person, by phone, digitally or virtually depending on the State and local protocol governing COVID-19.
- If applicable, information, assistance or referral to Housing Is Key.
- All applicants seeking financial assistance will be counseled on the availability of other resources, financial assistance, benefits, rights & job protections, and services to assist the distressed families in more than just preventing evictions and utility shutoffs. (E.g., income replacement (UIB & CARES Act expansion, Pandemic Unemployment Assistance, SDI, Paid Family Leave); paid or unpaid leave (California Paid Sick Days, 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; housing rent deferment and mortgage forbearance programs and options; health advisory; local food distribution and free meal sites, etc.) Also, immigrants will be informed about eligibility for various public programs.

#### Program Protocol

Maximum monthly rental assistance or mortgage payment is \$1000 per households. Allowable maximum is \$4500.

#### Eligibility

- Applicant family must reside in the City of Madera at all times relevant to the making of the application.
- Applicant must be either low- to moderate income according to HUD income guidelines.
- Applicant families who have been evicted and currently without housing are eligible for first month's rent and security deposit of up to a maximum of \$15

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

- Financial assistance allowable for obtaining new housing not resulting from eviction.

#### Assistance amounts

- Maximum monthly rental assistance is \$1000 per household. Grant will cover as many months as allowable per the maximum of \$1500.
- Each household is eligible to request assistance once.

#### Time period

- No financial assistance payment allowed that predate 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.

#### Priorities

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

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

Timeline: This program will commence once it is funded which is anticipated to be the beginning or early June and it will continue until June 30th or later until all the funds allocated for financial assistance to households facing evictions or utility shutoffs are exhausted.

**Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.**

No.

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

There is a possibility of augmenting this program with Fresno/Madera United Way funding. MCCJ is the Madera partner. 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.

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

The pandemic really tamped things down. 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.

**When there is an overflow of clients, how is it determined whom to serve? Discuss your program's/project's successes.**

Every client will be interviewed. If they are not eligible or otherwise not receiving a grant, they will still receive counseling and referrals made where appropriate.

**Discuss your program's/project's past performance (2015 to 2020). Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.**

MCCJ has been receiving CDBG funding since 2001 for different projects. As it relates to the current application, it received CDBG funding in 2020 to assist in providing rental assistance to families suffering income loss due to COVID impact. The organization will successfully complete the program allocating the entire amount of the grant by June 30, 2021.

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

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

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of goals and compliance with budget outlay.

There are important indicators that will measure the number of applicants reached and served. A scoring rubric will be developed to allow staff to score each application to determine award of grant. Information from each application will be entered on to a tally sheet review by program manager and provided to the City upon request for purposes of ongoing monitoring of program.

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

Low- to moderate-income citizens will have access to safe, decent, and affordable housing.

Prevent and reduce homelessness.

**Which measurable objectives does your program meet?**

Program will forestall evictions due to a rent arrearage where applicants have no means to pay both current and future rent. Alternatively, program will allow the applicants to find new housing notwithstanding the imminence of eviction.

**How will your program meet its goals in one year? What financial resources, other than City are available for this program?**

Given the paltry amount that is requested in the face of the high demand, it is anticipated that the funds will be quickly exhausted. The program will continue to operate to assist other tenants facing eviction by counseling and making referrals to other resources.

There are no other resources.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	3000	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	300 - 400	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

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 +
				175	150	55	25	5
GENDER	Female	290						
	Male	110						
FEMALE HEAD	125							

<b>Ethnic Categories*</b>	<b>No.</b>
Hispanic or Latino	300
Not-Hispanic or Latino	100
<b>Racial Categories*</b>	
American Indian or Alaska Native	
Asian	10
Black or African American	30
Native Hawaiian or Other Pacific Islander	2
White	68
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" 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.

## FY 2021-22 CDBG PROJECT

**AGENCY:** Madera Coalition for Community Justice

**PROJECT NAME:** Madera Rental Assistance Program.

### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	\$ 3,000.00
Supplies	500.00
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	1,200.00
Equipment Rental	
Insurance	600.00
Utilities	
Telephone	900.00
Other Expenses (Specify):	71,000.00
Salary of Program Coordinator - 11,000.00 (salary/benefits)	
Rental Assistance - \$60,000.00	

### CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

**TOTAL CDBG PROJECT BUDGET:**

\$ 77,300.00

## CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
2. Note complaints that have been received, etc.  
N/A
3. Evidence of collaboration with other agencies within the community.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

## 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
Eddie Ocampo	<b>Director</b>	Self-Help Housing	559-802-1683	EddieO@selfhelpenterprises.org
david Hernandez	Director of Comm. Services	Madera Unified school Dist.	559-416-5814	davidhernandez@maderausd.org
Nayamin Martinez	Director	CCEJN	559-907-2047	nayamin.martinez@ccejn.org



## **Attachment 2**

### **Application Page 2**

- There is no supporting documentation of staff work because a new employee will be recruited, interviewed and hired.
- Marketing/outreach plan is contained in the narrative of the application.
- Client eligibility will be verified in the application process.

### **Page 13**

1. Citizen Support – See discussion in narrative.
2. None.
3. In 2020, as lead organization in the 2020 Census Campaign, MCCJ collaborated with over 60 agencies, organizations, religious entities, state, regional, county and city officials and staff.

## SPONSORING AGENCY MANAGEMENT

### CORPORATION DIRECTORS:

How often does the Board meet? monthly

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

5-8

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

4 Minimum      12 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. NA

How often are financial records audited, and by whom? Craig & Associates

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

If so, for how much? NA

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

NA

List any outstanding obligations:

NA

**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on 5/25/21, 2021, 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 25, 2021

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 219 S. D St.

TELEPHONE: 559-661-1879

Email Address: Maderaccj@yahoo.com

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: LOURDES HERRERA  
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: May 28, 2021, 5:00 p.m.

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

# Exhibit B

## FY 2021-22 CDBG PROJECT

**AGENCY:** Madera Coalition for Community Justice

**PROJECT NAME:** Madera Rental Assistance Program.

### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	\$ 3,000.00
Supplies	500.00
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	1,200.00
Equipment Rental	
Insurance	600.00
Utilities	
Telephone	900.00
Other Expenses (Specify):	71,000.00
Salary of Program Coordinator - 11,000.00 (salary/benefits)	
Rental Assistance - \$60,000.00	

### CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

**TOTAL CDBG PROJECT BUDGET:**

\$ 77,300.00

# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

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

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:**

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

## Attachment 8

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$32,500) WITH THE  
CITY OF MADERA, PARKS & COMMUNITY SERVICES**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with the City of Madera, Parks & Community Services in the amount of \$32,500 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera, Parks & Community Services.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

## **COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND THE CITY OF MADERA, PARKS & COMMUNITY SERVICES**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and the City of Madera, Parks & Community Services, 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 tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$32,500.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for

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

#### 14. Discrimination

##### a. Eligibility for Services

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

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

##### b. Employment Opportunity

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

##### c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
City of Madera, Parks & Community Services  
701 East 5<sup>th</sup> Street  
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.



In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

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

**CITY OF MADERA:**

**CITY OF MADERA, PARKS & COMMUNITY SERVICES:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

By: Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

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

Date: 7/1/21

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

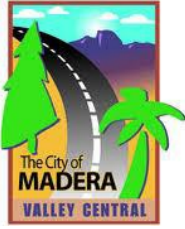
By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

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

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

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

# Exhibit A



## CDBG 2021/2022 GRANT APPLICATION

### Public Services

### COVER SHEET



Application due date: On or before **May 28, 2021 by 5:00 PM**  
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) <b>DATE &amp; TIME SUBMITTED:</b>
Applicant Name: City of Madera, Parks & Community Services
Physical Address: 701 East 5 <sup>th</sup> Street, Madera, CA 93638
Mailing Address: 701 East 5 <sup>th</sup> Street, Madera, CA 93638
Program Name: Madera Senior Nutrition & Recreation Programs
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: 94-6000365
Grant Administrator (Principal contact)  First & Last Name and Title: Alex Estrada, Grants Program Manager  Telephone Number and Email Address: (559) 661-5451; aestrada@madera.gov
Program/Project Administrator (Manages Day-to-Day Tasks of Program)  First & Last Name and Title: Arnolando Rodriguez, City Manager  Telephone Number and Email Address: (559) 661-5402; arodriguez@madera.gov
Amount Requested: \$ <u>100,000.00</u>

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<p>1 original completed application</p> <p><input type="checkbox"/> Font: 12 point</p> <p><input type="checkbox"/> Paper: 8 1/2 x 11</p> <p><input type="checkbox"/> Single-sided, <u>no double-sided pages</u>, single-spaced and numbered consecutively</p> <p><input type="checkbox"/> One-inch top, bottom, left and right margins</p> <p><input type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)</p> <p><input type="checkbox"/> No dividers</p>	<input type="checkbox"/> Grant Application Coversheet
	<input type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	<input type="checkbox"/> Program/Project Timeline
	<input type="checkbox"/> Budget Table
	<input type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	<input type="checkbox"/> Marketing/Outreach Plan
	<input type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	<input type="checkbox"/> References

### **Submittal Option**

1) Email to:

[astrada@madera.gov](mailto:astrada@madera.gov)

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. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

The City of Madera's Parks & Community Services (PCS) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas because of aggressive CDBG goals, as well as an improved marketing and program plan and an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service levels to Madera's seniors.

PCS employees manage senior services and programs at two congregate sites throughout the City. Staff is seeking CDBG resources in the amount of \$100,000.00 to support staffing, supplies and associated programming costs for our suite of senior activities which are in Madera's disadvantaged neighborhoods at the Frank Bergon Senior Center and the Pan-American Community Center.

The requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

1. Senior Meal Program – With the COVID-19 pandemic, the meal service to congregate seniors and home delivered meals was shifted from City management to the Fresno Madera Area Agency on Aging (FMAAA). FMAAA has been administering this meal service since May 2020. Staff anticipates that when Governor Newsom opens the state on June 15<sup>th</sup>, the City will be able to resume regular programming and services at the congregate sites. This would include providing a nutritious and balanced meal five days per week throughout the year, excluding holidays at the City's two senior sites. Additionally, the City anticipates resuming the administering of the Meals on Wheels program which delivers seven nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors.
2. Wellness and Nutrition Programs – Fitness programs offered throughout the week could include Tai-Chi, aerobics, Yoga, walking, Zumba, balance & stretching and others. Nutritional healthy food education/classes are provided on a regular basis. Presentations on enhancing wellness, improving healthy living, managing depression, and safety at home are given regularly.
3. Recreation and Educational Programs – The City augments its daily service for seniors with a variety of recreation and educational programs that includes discussions on senior fraud/scams led by local law enforcement, technology related programs, arts & crafts, social dances, karaoke, and a wide variety of local excursions and regional trips.

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

The City of Madera is the only agency within the City that provides seniors with home delivered and congregate meal services and the variety of programs that the City's PCS Department offers.

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

Not applicable.

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

1. Goal #1: The City will add new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier lifestyle.
  - a. Objective #1: The City will provide regional excursions that expose seniors to art galleries, special cultural events, garden exhibits, farmer's markets, and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.
  - b. Objective #2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.
2. Goal #2: The City will expand their wellness and educational programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.
  - a. Objective #1: The City will provide wellness programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem. The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.
  - b. Objective #2: The City will partner with other agencies to educate our seniors through presentations on the dangers of lead-based paint, fair housing rights, and how to prevent homelessness.

Which National Objective does your program meet?

The City's Senior Service Program meets the national objective of benefiting low- and moderate-income persons. Nearly all program participants meet the low-income criteria. In the rare instance where this is not the case, all program participants are seniors and therefore meet the qualifications as defined by CDBG.

Which measurable objectives does your program meet?

1. Objective #1: The program attendance for the areas listed above remain constant or realize up to a 5% increase in duplicated services provided over the grant period.
2. Objective #2: The average score on self-reporting surveys for life satisfaction will rise 5% over the grant period.

How will your program meet its goals in one year?

The City's Senior Services Program goals will be met by monitoring monthly meal consumption

and quarterly reports. The City will ensure low- and moderate-income persons are receiving the meals. Participation sign in sheets are used to monitor the programs and usage for social interaction, recreation and educational programming detailed in this grant application.

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

The FMAAA offers grant funding to help offset costs of senior services programs. As of May 15, 2021, the FMAAA has not committed to grant funds to provide support for the City's Senior Meal Program for the upcoming year due to the COVID-19 pandemic. Seniors may choose to anonymously make voluntary donations to the programs at a suggested donation of \$2.50/meal. Seniors are not denied a meal and City staff does not track who donates resources and who does not. The City of Madera's General Fund provides gap funding to cover the delta between revenues received and expenditures. Other fundraising efforts occur periodically throughout the year; modest support of senior programs is achieved through fundraising.

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

Due to ongoing closures at the senior centers, no voluntary donations for the current fiscal year are being projected. City staff is hopeful that some level of fundraising revenues will be possible for the upcoming fiscal year; however, no assumptions are being made about that revenue at this time considering the ongoing impacts of COVID-19. The City's General Fund available to the PCS Department has also decreased in step with the economic downturn and has not recovered in recent years.

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

The City of Madera annually evaluates the senior program through a series of surveys and receives feedback from the City of Madera Vision 2025 subcommittee. The subcommittee meets regularly to discuss a variety of topics and gives valuable input on programs and services, including those for seniors. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback data. Due to the COVID-19 pandemic and ongoing closure of the senior centers, the senior surveys have not been completed for the current fiscal year.

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

Services are not offered outside of City limits.

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

The City of Madera has not previously had an issue with an overflow of clients for the meal program. There is a waitlist system in effect in the event of an overflow of clients, with additional resources to assist the wait listed clients.

Discuss your program's/project's successes.

The City supports Madera's senior residents through comprehensive meal and

recreational/educational programming. Without these senior programs, many participants would live in isolation without the guarantee of adequate nutrition. The recreation and fitness component provide the opportunity for the senior to have social interaction, engagement, improved vitality and overall increased wellness. Participants describe the senior programs as their home away from home and a reason to get up each morning. These programs aid in helping them with their overall mental health. These services are nutritional, educational, and a key factor in Madera senior's social interactions.

Discuss your program's/project's past performance (2015 to 2020).

The suite of programs provided to seniors through CDBG resources has consistently met program goals and objectives in the 2015 to 2020 timeframe. The availability of CDBG funding has aided the City in providing tens of thousands of individual interactions with the community's senior citizens; be it providing a hot meal, an opportunity to dance or exercise, a sympathetic listening ear, or a referral to an outside service group or agency. Over the past five years, the City has provided a core of essential services such as the meal program and wellness activities; but at the same time, in consideration of requests from the client population, new activities and programs have been introduced. The seniors have experienced new adventures through our excursion and regional trips. They have been to farmer's markets, museums, famous Hanford Ice Cream shop, the Sanger Depot, and so much more. The City has always been cognizant of increasing its outreach to help underserved individuals in the community and CDBG resources have been leveraged year after year to increase both duplicated and unduplicated program participants. While no congregate meals were served this fiscal year due to ongoing closure of the senior centers impacted by COVID-19 pandemic, staff has strived to continue to keep in touch and make sure seniors have all access to resources. City staff has reached out with wellness calls each week and delivered to their home's monthly wellness baskets.

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

New services are highlighted in the PCS Activity guide, which is published in both print and online versions twice a year. Periodic reporting to internal and external CDBG program monitors includes documentation of new programs and attendance figures.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	5,640	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	250	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
1. 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 +
							50	200
GENDER	Female	175						
	Male	75						
FEMALE HEAD	N/N							



<b>Ethnic Categories*</b>	<b>No.</b>
Hispanic or Latino	150
Not-Hispanic or Latino	100
<b>Racial Categories*</b>	
American Indian or Alaska Native	6
Asian	5
Black or African American	20
Native Hawaiian or Other Pacific Islander	4
White	75
Other	140

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

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

## **FY 2021-22 CDBG PROJECT**

**AGENCY:** City of Madera, Parks & Community Services

**PROJECT NAME:** Madera Senior Nutrition & Recreation Programs

### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs	
Supplies	\$5,900.00
Postage	
Consultant Services	\$500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	\$50.00
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	\$1,000.00
Telephone	\$3,000.00
Other Expenses (Specify): Staff Salaries	\$90,328.00
Other Expenses (Specify): Staff Benefits	\$56,108.00

### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

**TOTAL CDBG PROJECT BUDGET:**

\$ 156,886.00

## **CITIZEN PARTICIPATION:**

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.  
The City of Madera surveys senior program participants annually and receives feedback from participants. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback data. Due to the COVID-19 pandemic and the closure of the senior centers, the annual survey was not given to the seniors. Staff has made weekly wellness calls to participating seniors since early 2020.
2. Note complaints that have been received, etc.  
No complaints have been received to-date.
3. Evidence of collaboration with other agencies within the community.  
The City's Parks and Community Services Department has successfully partnered with the following agencies:
  - a. Fresno Madera Area Agency on Aging (FMAAA)
  - b. SER-SCEP - jobs for progress
  - c. Madera County Office of Education
  - d. Senior Companions
  - e. Madera Police Department
  - f. Community Action Partnership of Madera County (CAPMC)
  - g. Madera County Department of Social Services
  - h. Camarena Health
  - i. Madera Food Bank
  - j. Madera County Public Health Department

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

## **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?

<b>Name</b>	<b>Title</b>	<b>Company/Agency</b>	<b>Phone</b>	<b>Email Address</b>
Jean Robinson	Director	Fresno Madera Area Agency on Aging (FMAA)	559.214.0299	<a href="mailto:jrobinson@fmaaa.org">jrobinson@fmaaa.org</a>
Peggy Mendibles	Compliance HR	SER-SCSEP	559.452.0881	<a href="mailto:pmendibles@sercalifornia.org">pmendibles@sercalifornia.org</a>
Lorraine Valencia	Program Director	Senior Companions	559.498.6377	<a href="mailto:lvalencia@ccdof.org">lvalencia@ccdof.org</a>

## SPONSORING AGENCY MANAGEMENT

### CORPORATION DIRECTORS:

How often does the Board meet?

Madera City Council meets on the first and third Wednesday of each month. In the event that a regularly scheduled meeting lands on a holiday, the Council meets the following business day

What was the average number of Board members attending meetings last year? 7

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

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-6000365

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

Santos Garcia, Mayor, Central Valley Labor Council, 3 years of service  
Artemio Villegas, Mayor Pro Tem, 1 year of service  
Cecelia Gallegos, Councilmember, Teacher, 5 years of service  
Jose Rodriquez, Councilmember, Self-employed, 5 years of service  
Steve Montes, Councilmember, Code Enforcement for City of Fresno, 3 year of service  
Anita Evans, Councilmember, 1 year of service

The Mayor and each Council Member may be reached at the following:

Madera City Hall  
205 W. 4th Street  
Madera, CA 93637  
(559) 661-5409

### FINANCIAL:

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

The Fresno Madera Area Agency on Aging (FMAAA) has provided financial assistance for the City's senior programs, including recreation, leisure, and meal programs. The level of funding is subject to availability of federal funds offered as a result of the Older Americans act

of 1965. As of May 15, 2021, the FMAAA has not committed to any level of funding for the City senior meals program in Fiscal Year 2021/22 due the ongoing COVID-19 pandemic. The City of Madera's General Fund provides gap funding to cover the shortfall of revenue needed to host the suite of senior programs.

How often are financial records audited, and by whom?

Senior Service budgets are tracked regularly by staff and are subject to quarterly review by PCS Department staff. The Senior Program is subject to being audited at least once annually in conjunction with the City's annual audit. Separate annual audits are conducted by the Fresno Madera Agency on Aging (FMAAA) in years funds are received.

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

If so, for how much? \$1,000,000

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

List any outstanding obligations: None

**RESOLUTION/CERTIFICATION:**

We, the Board of Directors of N/A do hereby resolve that on 2021, 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 28, 2021

AGENCY NAME: City of Madera, Parks and Community Services

ADDRESS: 701 East 5<sup>th</sup> Street, Madera, CA 93738


TELEPHONE: (559) 661-5495

Email Address [arodriguez@madera.gov](mailto:arodriguez@madera.gov)

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:  Mary Church for Arnoldo Rodriguez  
Executive Director

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

**DUE DATE:** May 28, 2021, 5:00 p.m.

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

## **Staff Work Experience**

### **Arnoldo Rodriguez, AICP, City Manager & Interim Parks & Community Services Director**

Mr. Rodriguez joined the City of Madera as City Manager in December 2018. As the City Manager, Arnoldo oversees all services and provides sound recommendations to the Council. Prior to being appointed as a City Manager, Arnoldo served in various capacities in urban planning for over 16 years. He holds a bachelor's degree in Criminology from the University of California at Irvine and attended Cal Poly San Luis Obispo's Urban Planning Program where he received his master's degree. Concurrent to his graduate studies, Arnoldo worked for several non-profit organizations in and around the central coast. After his studies, Arnoldo joined the Planning Department at the City of Fresno where colleagues credit him with drafting and implementing the City's Residential Infill Design Guidelines and the Residential Open Space Guidelines. In addition, Arnoldo conducted extensive research and policy development on best planning practices, infill development, land use, and housing that have served to improve the quality of life the citizens of Fresno experience today. He was responsible for the successful adoption of Fresno's General Plan and drafted the City's Development Code. In 2015, Arnoldo relocated to Yuba City where he served as the Development Services Department Director and was responsible for Planning, Code Enforcement, Building, and Housing. While at Yuba City, Arnoldo also oversaw the City's Community Block Development Grant, HOME, and CalHOME programs.

### **Corinne Long-Folk, Recreation and Community Programs Coordinator**

Corinne has worked for the City of Madera's Parks and Community Services Department in the Senior Section for 20 years. Corinne is responsible for programming, coordinating, and supervising senior staff and service programs.

During her 20 years, she has provided direct service to the seniors through the Madera Adult Day Care Center, Frank Bergon Senior Center and Pan American Community Center. Corinne is responsible for her budget along with monthly accurate reports to CDBG and Fresno Madera Agency on Aging (FMAAA).

### **Lauren Magdaleno, Recreation and Community Program Leader II**

Lauren has been with the City of Madera's Parks and Community Services Department for 11 years. Lauren spent her first 6 years as a Recreation Program Leader I, then she was promoted to a Program Leader II for the senior program at the Frank Bergon Senior Center and has held that position for 5 years. Lauren oversees the day to day program at the senior center, insuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.



**Marcella Zamilpa, Recreation and Community Program Leader I**

Marcella has been with the City of Madera for 4 years. She started as a volunteer for the congregate meal program, and later was hired to assist at the Frank Bergon Senior Center.

Marcella was promoted 2 years ago to a Program Leader II for the Pan American Community Center. She oversees the day to day program at the senior center, ensuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.

## Exhibit B

### FY 2021-22 CDBG PROJECT

**AGENCY:** City of Madera, Parks & Community Services

**PROJECT NAME:** Madera Senior Nutrition & Recreation Programs

#### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs	
Supplies	\$5,900.00
Postage	
Consultant Services	\$500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	\$50.00
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	\$1,000.00
Telephone	\$3,000.00
Other Expenses (Specify): Staff Salaries	\$90,328.00
Other Expenses (Specify): Staff Benefits	\$56,108.00

#### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

**TOTAL CDBG PROJECT BUDGET:**

\$ 156,886.00

# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: City of Madera, Parks & Community Services  
701 E 5th St  
Madera, CA 93638

PROJECT TITLE: Madera Senior Nutrition and Recreation Programs

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:**

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

## Attachment 9

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$20,000) WITH  
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Community Action Partnership of Madera County, Inc. in the amount of \$20,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Community Action Partnership of Madera County, Inc.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Community Action Partnership of Madera County, Inc., 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

tenth (10<sup>th</sup>) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed \$20,000.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds



provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
Community Action Partnership of Madera County, Inc.  
1225 Gill Ave  
Madera, CA 93637

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

**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, Inc.:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

By: Mattie Mendez  
Mattie Mendez, Executive Director

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

Date: 7/6/2021

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

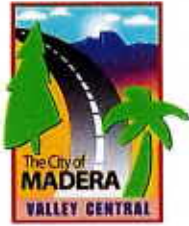
By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

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

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

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

## Exhibit A



### CDBG 2021/2022 GRANT APPLICATION

#### Public Services COVER SHEET



Application due date: On or before **May 28, 2021 by 5:00 PM**

City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only)

**DATE & TIME SUBMITTED: May 28, 2021 5:00 PM**

**Applicant Name:** Community Action Partnership of Madera County, Inc.

**Physical Address:** 1225 Gill Avenue, Madera, CA 93637

**Mailing Address:** 1225 Gill Avenue, Madera, CA 93637

**Program Name:** Fresno Madera Continuum of Care

**If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:**

Federal Tax ID: 94-1612823

**Grant Administrator (Principal contact)**

**First & Last Name and Title:**

Mattie Mendez, Executive Director

**Telephone Number and Email Address:** 559-675-5749

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

**Program/Project Administrator (Manages Day-to-Day Tasks of Program)**

**First & Last Name and Title:**

Elizabeth Wisener, Community Services Program Manager

**Telephone Number and Email Address:** 559-675-5742

[ewisener@maderacap.org](mailto:ewisener@maderacap.org)

**Amount Requested:** \$ 20,000.00



# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

### For All CDBG Applicants (Include all of the following in your application)

1 original completed application  <input checked="" type="checkbox"/> Font: 12 point  <input checked="" type="checkbox"/> Paper: 8 1/2 x 11  <input checked="" type="checkbox"/> Single-sided, <u>no double-sided pages</u> single-spaced and numbered consecutively  <input checked="" type="checkbox"/> One-inch top, bottom, left and right margins  <input checked="" type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)  <input checked="" type="checkbox"/> No dividers	<input checked="" type="checkbox"/> Grant Application Coversheet
	<input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	<input checked="" type="checkbox"/> Program/Project Timeline
	<input checked="" type="checkbox"/> Budget Table
	<input checked="" type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	<input checked="" type="checkbox"/> Marketing/Outreach Plan
	<input type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit) - Not Applicable
	<input checked="" type="checkbox"/> References

### **Submittal Option**

1) Email to: [astrada@madera.gov](mailto:astrada@madera.gov)

**CITY OF MADERA**

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION**

The U.S. Department of Housing and Urban Development (HUD) administers community Development Block Grant (CDBG). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022, the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households

(according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

#### **Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- ✦ Secondary Data Analysis
- ✦ Interviews
- ✦ Group Video Discussions
- ✦ Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

#### **Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- ✦ Address at least one of the identified Top Need Areas;
- ✦ Address one or more of the Target Services; and/or
- ✦ Continue services recognized by the community as essential.

#### **Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ☐ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ☐ Address at least one of the identified Top Needs Areas. (See Attachment A)

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

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

The results of the most recent Homeless Point-In-Time Count conducted in January 2020 enumerated 345 unsheltered homeless in the City of Madera, and 45 in the remainder of Madera County, for a total of 390. Although Madera County does not have a huge homeless population compared to larger cities, housing solutions continue to be limited, especially for permanent supportive housing programs for men. There are also no housing programs in Madera County for transitional age youth ages 18-24.

The biggest challenge to addressing the homelessness in Madera County is the lack of affordable housing. There is almost a 0% vacancy rate in rental properties. Homeless individuals often have poor credit, poor job skills, and evictions on their record. When a vacancy becomes available, they cannot compete with individuals and families that do not have these barriers to housing.

A total of at least 390 additional housing units are needed to house those who were enumerated during the 2020 Homeless Point-In-Time Count. Most of the homeless need either subsidized housing or permanent supportive housing. This would be quite costly.

According to [Worldpopulationreview.com](http://Worldpopulationreview.com), in 2021, there are approximately a half a million homeless individuals in the United States. California has the highest homeless population of all the states with about 151,278 homeless individuals. Madera County's location on the Highway 99 Corridor makes it easy for homeless people to travel north and south along the highway. CAPMC's Homeless Outreach Workers have indicated that they see people they have never seen before every time they go out. In 2020, CAPMC helped 19 homeless individuals who had been stranded in Madera County with transportation cost to help them be reunited with family who lived outside of the area.

Addressing homelessness requires region-wide coordination and collaboration to help find lasting solutions. Being a member of the Fresno-Madera Continuum of Care helps to accomplish this. This has opened the doors for CAPMC to bring additional dollars into Madera to help address the homeless problems.

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

The community resources available to homeless individuals and families in Madera County are limited, and do not meet the needs of the growing population of homeless. The Madera Rescue Mission offers emergency food and shelter for the homeless in Madera County. They can serve up to 40 men and have 19 total beds to serve women and children. The Victory Outreach Program offers a faith-based transitional program that can serve up to 10 men. Sometimes the homeless choose not to utilize these programs because of the faith-based requirement. Community Action Partnership of Madera County offers five housing programs that serve men, women, children, and domestic violence victims. The Martha Diaz Shelter has four emergency shelter units that can serve up to 18 domestic violence victims, which many times are at risk of becoming homeless. Victim Services operates a transitional housing program for victims of domestic violence that has two units, which can house two families year-round. The Shunammite Place offers permanent supportive housing for 36 chronically homeless individuals with disabilities. CAPMC also has a rapid rehousing



program that can help pay for rent for up to 18 months for homeless individuals and families who need help getting reestablished in housing. Turning Point operates Serenity Village, a permanent supportive housing program for chronically homeless men located in Oakhurst and has the capacity to house seven individuals. CAPMC has received additional funding for sheltering approximately 20 vulnerable homeless persons in hotel rooms on a seasonal basis, when the Madera Rescue Mission is at capacity. The Madera Rescue Mission has a new Respite Center with six beds, to served homeless recovering from surgery. During 2020, CAPMC established a one-stop shop called the Homeless Engagement for Living Program (H.E.L.P.) Center. The center serves as a HUB for helping individuals and families who are homeless or in jeopardy of becoming homeless. Applicants who call the center will receive help in getting connected to community resources including housing. Depending on the need of the client, the housing solutions that are offered are Emergency Shelter, Rapid Rehousing, and Permanent Supportive Housing.

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

The FMCoC utilizes the Homeless Management Information Systems database to record the progress of clients as they move through the Fresno Madera Continuum of Care Coordinated Entry process to being housed. As a member of the FMCoC, CAPMC follows these guidelines when assisting homeless clients. This systematic approach to serving the homeless supplements the efforts to assist while also insuring that there is not a duplication of services.

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

Measurable goals and objectives are listed on the next page along with a statement of how CAPMC will track progress.

Which National Objective does your program meet?

Although this grant application does not directly relate to the three designated National Objectives, the scope of work of a Continuum of Care Coordinator or similar position is eligible under the CDBG program as administrative cost. Please fund this application out of CDBG administrative cost. As a reference, please see HUD Information Bulletin CPD-01-020.

Which measurable objectives does your program meet?

1. CAPMC will have active membership on the Fresno Madera Continuum of Care. CAPMC staff will then communicate the information from the local homeless groups such as the Housing the Homeless and the Homeless Connections group. There are a minimum of 24 meetings per year.

2. **CAPMC will participate on required committees of the FMCoC such as the Homeless Management Information Systems Committee, Coordinated Entry System Committee, Evaluation Committee, and case conferencing meetings. These committees help strengthen services to the homeless and help the FMCoC achieve favorable outcomes to ensure the FMCoC remains competitive for funding when compared nationally to other CoC's that are competing for limited HUD dollars. The various groups often meet monthly but the frequency is less than that at times throughout the year.**
3. **CAPMC will plan and coordinate the 2022 Homeless Point-In-Time Count.**

How will your program meet its goals in one year?

**The program will monitor and report on performance indicators on a quarterly basis to the City of Madera. CAPMC will know that it has met its goals in one year if the performance indicators listed above reach the expected numbers. Timeline is attached.**

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

**The CAPMC Staff who serve on the FMCoC Board are funded out of multiple sources. Other funding sources will not fund participation on FMCoC. The CDBG funding allows CAPMC to maximize resources to provide more services that are comprehensive to the homeless.**

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

**Each year, CAPMC solicits in-kind donations to provide much needed assistance for the Homeless Point-In-Time Count. A dollar value has not been assigned for the donations, but the events would not be successful without the additional support. This past year, CAPMC received a mini grant from Kaiser Foundation that had funds to be budgeted to purchase hygiene kits for the homeless.**

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 recently conducted a Community Needs Assessment where information was gathered at focus groups, community meetings, and surveys about what people see is the most important unmet needs in the community. A total of 85 responses were received. The top five priorities were affordable housing, access to health care, employment, food, and homeless services. Attendance on the FMCoC will help CAPMC in its efforts to address these needs.**

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

**A different funding source will be used for cost related to the 2022 Homeless Point-In-Time Count to cover areas outside of the City Limits of Madera and the approved census tracks.**

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

**The Centralized/Standardized intake prioritization process is accomplished by utilizing the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and placement of homeless into appropriate and available programs. This is one of the mandated services that HUD has required of all CoC's.**

Discuss your program's/project's successes.

- **The CDBG funds allows a representative from CAPMC to join the FMCoC. As a result, there is now more support for the homeless in Madera.**
- **As a member of the FMCoC, CAPMC was eligible to apply for additional funding to expand the Shunammite Place. CAPMC was awarded the funding in November 2020 and housed an additional 14 clients bringing the total count to 35. Also because of CAPMC's membership on the FMCoC, the agency was eligible to apply for Emergency Solutions Grant (ESG) funding through the FMCoC. As a result, CAPMC was awarded an ESG contract on April 28, 2020, for \$106,000. Those funds were spent by December 31, 2020. CAPMC has since receive two amendments to that contract: one for \$110,000 and one for \$150,000. The agency will be receiving two additional allotments in the amount of \$277,240 in 2021 and another \$277,240 in 2022. The funds have allowed CAPMC to provide rapid rehousing services, additional street outreach, homeless prevention, rapid rehousing, emergency shelter, and homeless management information services.**
- **Madera receives valuable T&TA from homeless experts on the FMCoC, and as a member of the FMCoC, the trainings are free.**

Discuss your program's/project's past performance (2015 to 2020).

- **The project has met its goals every year since 2013 with exception of the 2020-2021 contract. Reports have been submitted timely, and all funds have been spent with the exception of the current contract. Because of COVID-19, the Homeless Point-In-Time Count was not conducted and this takes up a good portion of the funding. In addition, all of the meetings have been web-based. This has saved on fuel, and travel time. CAPMC is still hopeful that allowable uses of the funds will be identified and the contract will be expended by June 30, 2021.**
- **HUD mandated Homeless Point-In-Time counts were successfully conducted with the exception of the 2021 count.**
- **Requirements of the Homeless Emergency Assistance and Rapid Transition to Housing Act (H.E.A.R.T.H. Act) were implemented via the direction of the FMCoC.**
- **Housing First Program Approach to addressing homelessness was implemented.**



- **New Homeless Management Information System Performance Standards were implemented via the HMIS Committee of the FMCoC.**
- **The Homeless Coordinated Access system has been developed via the FMCoC's committee.**
- **Homeless Connection and Housing the Homeless meetings were facilitated to provide communication about homeless issues with Madera's Homeless service providers.**

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

**No direct services will be provided by these funds.**

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

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

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

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

<b>Ethnic Categories*</b>	<b>No.</b>
Hispanic or Latino	
Not-Hispanic or Latino	
<b>Racial Categories*</b>	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

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

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



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

## **FY 2021-22 CDBG PROJECT**

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

**PROJECT NAME:** Fresno Madera Continuum of Care

### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs (not to exceed 10% of total grant)

Supplies \$250.00

Postage

Consultant Services

Maintenance/Repair

Publications/Printing

Transportation/Travel Required for Business \$819.00

Rent (portion allocated to this program) \$540.00

Equipment Rental

Insurance \$300.00

Utilities \$95.00

Telephone \$95.00

Other Expenses (Specify): \$17,901.00

Salaries - Community Services Staff \$12,577

Benefits - Community Services Staff \$2,999

Fees & Licenses - COC Requirement \$657

Indirect Cost @ 9.10% \$1,668

### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services

Construction Management

Other Expenses (Specify):

**TOTAL CDBG PROJECT BUDGET:** \$20,000.00

## CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

**Please see the question that references the recent Community Needs Assessment. This specific project was not discussed, but those who attended seemed to be in favor of any type of programs that help to support housing the homeless.**

2. Note complaints that have been received, etc.

**None**

3. Evidence of collaboration with other agencies within the community.

**CAPMC collaborates the local community partners about solutions to addressing homelessness through the Housing the Homeless group and the Homeless Connections group. These meetings are well attended and those who attend are in favor of any program that helps support housing the homeless.**

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

## 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?
- All were in favor of CAPMC applying for funding.**

<b>Name</b>	<b>Title</b>	<b>Company/Agency</b>	<b>Phone</b>	<b>Email Address</b>
Julie Morgan	Assistant Director	Madera County Behavioral Health	559-673-3598 x 1279	<a href="mailto:Julie.morgan@maderacounty.com">Julie.morgan@maderacounty.com</a>
Ryan McWherter	Director	Madera County Food Bank	559-975-3515	<a href="mailto:rmcwherter.maderafoodbank@gmail.com">rmcwherter.maderafoodbank@gmail.com</a>
Jody Ketcheside	Deputy Director	Turning Point of Central California	559-233-2663 x 7310	<a href="mailto:jketcheside@tp.occ.org">jketcheside@tp.occ.org</a>

## SPONSORING AGENCY MANAGEMENT

### CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 9

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

8 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: May 15, 2006

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 June 10, 2021, 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: June 10, 2021

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

ADDRESS: 1225 Gill Avenue, Madera, CA 93637

TELEPHONE: 559-673-9173

Email Address: [mmendez@maderacap.org](mailto:mmendez@maderacap.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: \_\_\_\_\_  
Executive Director

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

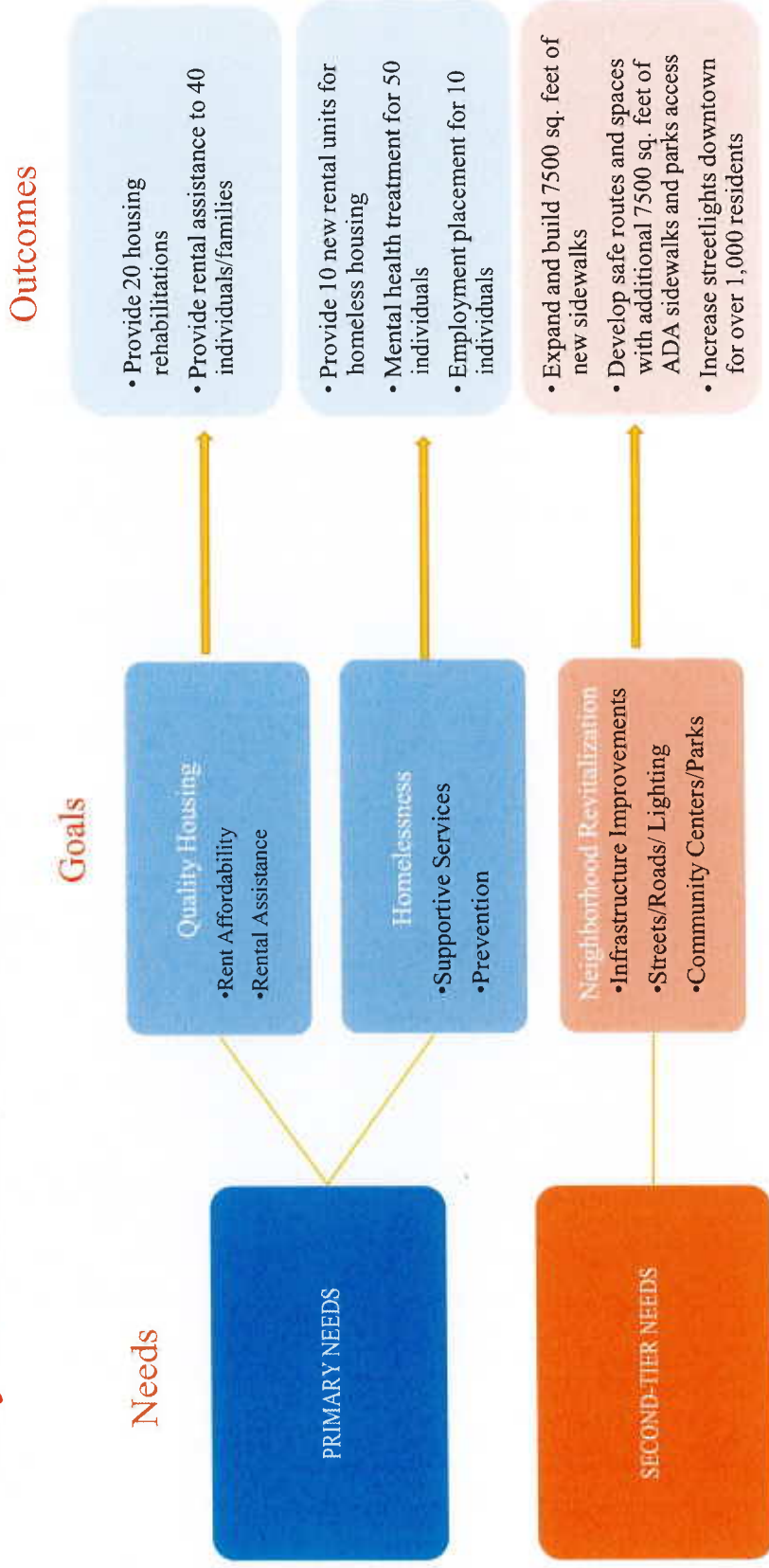
**DUE DATE:** May 28, 2021, 5:00 p.m.

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

<b>CDBG 2021/2022 Applicant Scoring Rubric</b>		
<b>Criteria</b>	<b>Points</b>	<b>Committee Member Ranking</b>
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Question No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
<b>Total</b>		

# Attachment A

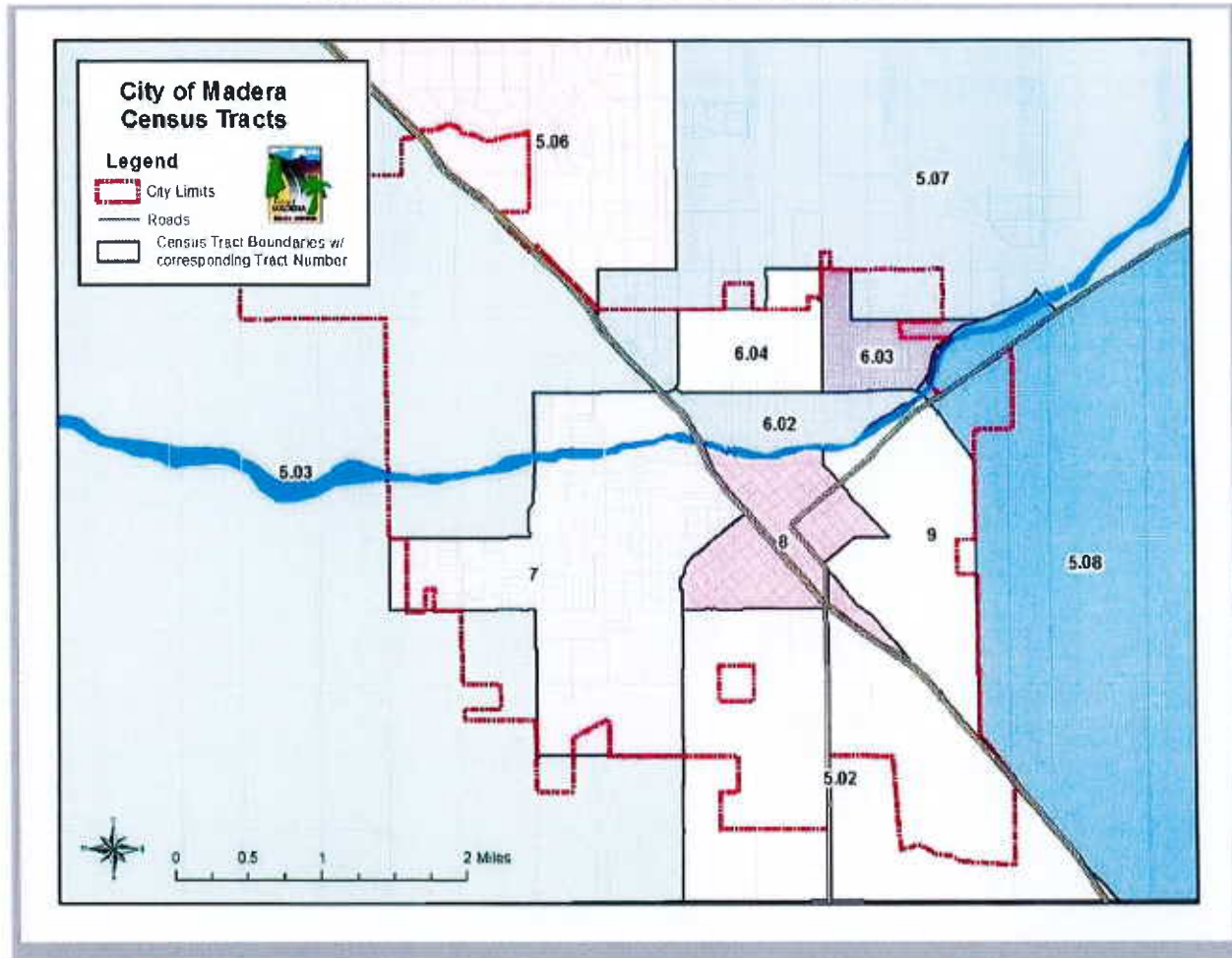
## City of Madera Five-Year Consolidated Plan 2020-2024 Priorities





## ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9  
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG  
PROGRAMS AND PROJECTS MUST OCCUR



**Marketing Plan  
For  
Community Development Block Grant  
Fresno Madera Continuum of Care (FMCoC) Application**

The Community Action Partnership of Madera County (CAPMC) solicits volunteers for the Homeless Point-In-Time Count (PIT) by sending emails, making phone calls, and posting on social media the need for volunteers. There are always enough people who respond by volunteering for the count.

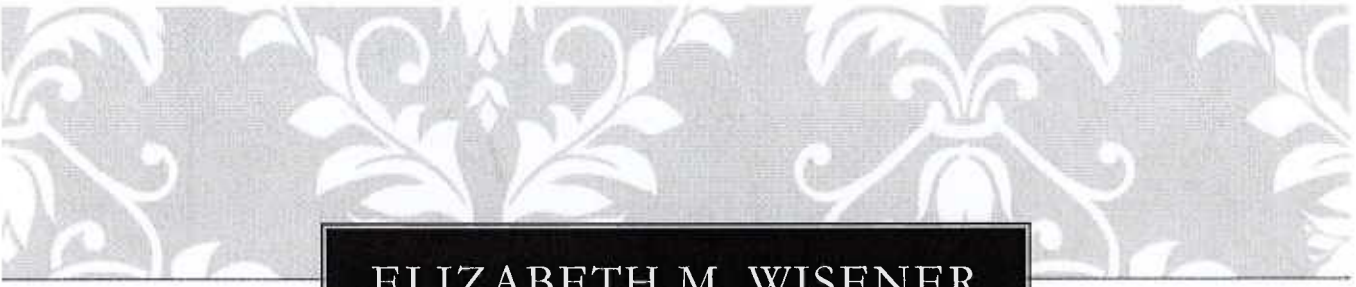
In addition to the list above, CAPMC staff approach local business to donate supplies that are needed for the PIT. The generosity of the community members always exceeds the needs and there are always plenty of personal care items that are received to pass out to the homeless.

CAPMC staff share FMCoC information at community groups such as the Housing the Homeless and Homeless Connections Meetings.

CAPMC's goal of the Fresno Madera Continuum of Care outreach efforts is to ensure that all persons – regardless of race, color, national origin, age, religion, sex, disability, family status or English proficiency are aware of the affordable housing opportunities generated by CAPMC.

Methods used for informing the public of The FMCoC Marketing Plan.

1. CAPMC will be responsible for implementing the Marketing Plan.
2. CAPMC will continue to collaborate with FMCoC to reduce homelessness in the area.
3. CAPMC will develop an outreach plan each year, which will include advertising on the agency website, public service announcements, distribution of literature, community presentations and outreach activities to inform the community about available housing services.
4. Provide advertising in the language the group is most familiar with and provide a contact person who can answer questions in the language primarily spoken by that target group.
5. Through interagency coordination and collaboration, the FMCoC provides homeless people with effective services and helps them to obtain affordable housing.
6. Seek out new community members and local businesses for donated items needed for the Point-In-Time Count.
7. Recruit more individuals to help conduct the Point-In-time Count.



## ELIZABETH M. WISENER

Ewisener@maderacap.org ♦ 22082 Shari Lane Madera, CA 93638 ♦ (559) 661-7323

### OBJECTIVES

Seeking opportunities that allow me to serve the people of Madera County

### EDUCATION

Fresno State University

Graduated May 1991 B.S. in Business Administration – Accounting Option

### EXPERIENCE

Community Action Partnership of Madera County ♦ 1225 Gill Avenue Madera, CA 93637

***Community Services Program Manager*** June 2011 – Present

Duties: Plan, organize and coordinate the activities of CAPMC's crisis intervention services/programs. Oversee the Community Services division/program operations; including development and implementation of all program goals and administration procedures and systems, financial management, budgeting, and compliance with grant outcomes and objectives. Other duties include program leadership, community organization and staying informed on low and moderate low-income issues, homeless prevention activities and collaborating with other agencies and community partners to eliminate the effects of poverty. A current list of programs that I oversee include: Low-Income Energy Assistance Program, Weatherization Program, Senior Nutrition Program, FEMA, Drought Water Programs, Shunammite Place – a permanent supportive housing program for chronically homeless, MMHSA Program – a facility maintenance contract for 2 housing units that provide housing for severely mentally ill individuals and families, the Community Services Block Grant, and the Community Development Block Grant, and Homeless Services programs operated by the Homeless Engagement for Living Program (HELP) Center.

Community Action Partnership of Madera County ♦ 1225 Gill Avenue Madera, CA 93637

***Accountant Program Manager*** October 2006 – June 2011

Duties: Monitor and maintain fiscal responsibilities for Federal and State grants. At one point, I was responsible for \$8.5 million in grants. Other duties include budget development, assist in grant writing, fiscal reporting, review payroll data, review bank reconciliations, prepare bank transfers, supervise the program assistant, prepare for annual audits and participate with the fiscal team in federal reviews.

Dos Palos- Oro Loma Jt. Unified School District ♦ 2041 Almond Dos Palos, CA 93620  
***Chief Financial Officer*** October 2002 – October 2005

Duties: Plan, organize, control and direct the activities and operations of the Fiscal Services Department, maintain and monitor the district's \$22 million dollar annual general fund budget and \$10.5 million in modernization projects, supervise fiscal department personnel, represent the district in annual audits, serve on district team for union bargaining meetings, serve on the district's Worker's Compensation JPA Executive Board, and present the district's financial information at Board of Director meetings.

Community Action Partnership of Madera County ♦ 1225 Gill Avenue Madera, CA 93637  
***Accountant Program Manager*** October 1997 – October 2002

Duties: Responsible for monitoring and maintaining approximately \$5 million in Federal and State grants, assist with the preparation of annual budgets and grant applications, compile monthly expenditure reports, co-supervise A/P department, verify semi-monthly payrolls, and prepare bank reconciliations, participate in accounting audits and Head Start Federal Reviews.

## SKILLS

- Proficient with computers.
- Knowledge of Microsoft Office products: Word, Excel, Outlook, Publisher
  - Proficient with Accufund and Fundware Accounting Software
  - Skilled in grant writing and preparing written reports

## MEMBERSHIPS

- Fresno-Madera Continuum of Care Board Member
- Fresno-Madera Continuum of Care Executive Committee Member
- Facilitator for local Social Agencies Linking Together (S.A.L.T) Group
  - Madera County Civil Service Commission
- Former Madera County Workforce Development Board Member



# **JOB DESCRIPTION**

08/19

## **Community Action Partnership of Madera County**

**POSITION:** COMMUNITY SERVICES PROGRAM MANAGER

**DEPARTMENT:** Community Services

**IMMEDIATE  
SUPERVISOR:** Executive Director

**SUPERVISES:** Executive Administrative Aide, Community Services Coordinator, Shunammite Place Resident Manager, Shunammite Place Housing Case Workers and Shunammite Place Clerk Typist II, and Housing Services Coordinator,

**COMPENSATION:** Range 33.0

**FLSA:** Exempt

**DEFINITION:** Under the immediate supervisor's direction, plan, organize and coordinate the activities of CAPMC's crisis intervention services / programs. Oversee the Community Services division / program operations; including development and implementation of all program goals and administration procedures and systems, financial management and budgeting; and compliance with grant outcomes and objectives. Other duties include program leadership, community organization and staying informed on low and moderate low-income issues, homeless prevention activities and collaborating with other agencies and community partners to eliminate the effects of poverty.

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **EDUCATION / EXPERIENCE:**

- Bachelor's Degree in public administration, sociology, social work, or related field.
- Minimum of 2 years of experience in the delivery of social services in one or more of the following: psychology, social work, health science, community services, or related field.
- Prior experience in budget development and control.
- Minimum of 2 years of experience with grant writing.

## **COMMUNITY SERVICES PROGRAM MANAGER**

**Page 2 of 6**

### ABILITY TO:

- Works effectively with various social-economic groups.
- Communicate effectively with staff, agency, business representatives and general public.
- Produce timely and effective written communication and reports.
- Establish goals and objectives for project activities.
- Work effectively under conditions of limited supervision, high stress, and rapidly changing situations and circumstances.
- Conceptualize, develop, organize and implement plans, reports, budgets, conferences and meetings, etc.
- Provide leadership and model professional behaviors and values.
- Operate necessary office machines.
- Maintain account records.

### KNOWLEDGE OF:

- Budget development and control.
- Development of project funding applications.
- Issues in human service delivery.
- County and municipal governments.
- Community resources.

## **MAJOR DUTIES & RESPONSIBILITIES:**

### LEADERSHIP

- Adheres to and applies the CAPMC mission, values, standards, policies and procedures.
- Attends mandatory new employee orientation/ mentor activities.
- Attends trainings, workshops, and classes to keep abreast of client engagement theories and practices.
- Engages and encourages personal and professional development.
- Ensures services are provided to all clients in a manner consistent with CAPMC mission, standards, values and grant requirements.
- Identifies and resolves concerns and issues.
- Interacts with clients and their families in a culturally and socially sensitive way.
- Keeps apprised of developments and trends in the program's operation and be attentive to the changing or growing needs of the community.
- Keeps informed of current theories and practices in the field.
- Keeps informed of program terms, conditions, and eligibility changes.
- Maintains and ensures that staff and volunteers maintain the confidentiality of staff, parent, child, client, community, and agency information included in files, conversations, meetings, correspondence, or any other source.
- Makes recommendations for replacement, purchase, or repair of equipment.
- Models professionalism for parents, children, clients, community, co-workers, and volunteers.
- Prepares and actively participates in staff meetings and committees.

## **COMMUNITY SERVICES PROGRAM MANAGER**

### **Page 3 of 6**

- Promotes a team environment and teamwork.
- Reports and assists in reporting suspected child abuse in accordance with CAPMC child abuse reporting procedures.
- Represents CAPMC in the community in a professional and competent manner.
- Responsible for setting priorities and meeting deadlines.
- Shares information and knowledge with appropriate staff members.
- Works as a team member to support the functions and operations of the Department and the Agency.

### **PROGRAM ADMINISTRATION:**

- Manages, develops and coordinates the overall Community Services division, inclusive of and not limit to Community Services Block Grant(s) (CSBG), Low Income House Energy Assistance Program (LIHEAP), Homeless Prevention, drought water assistance programs, Housing Urban Development program (HUD), Senior Nutrition Program, Community Development Block Grant(s) (CDBG), Madera Mental Health Services Act (MMHSA) housing program, and Federal Emergency Management Agency (FEMA), Emergency Solutions Grants (ESG), Homeless Housing Assistance Program (HHAP), Homeless Emergency Assistance Program (HEAP) .
- Responsible for conducting a full range of activities to prepare, submit and manage grant proposals to foundations, state and federal funding sources.
- Maintains current records in database and in required paper files, including grant tracking and reporting.
- Tracks statistics relevant to development and provides department with written materials necessary by funding sources / CAPMC strategic plan.
- Coordinates and plans funding program activities, including the prioritizing, planning and scheduling of activities to guide program efficiency and effectiveness.
- Provides initiatives in identifying the need for action by the Board to develop or revise appropriate policies and assists the Board in interpreting the policies, directives and instructions of State and other Federal funding resources.
- Represents the Agency in its relationship with Federal, State and local funding sources; seeks out opportunities within these sources for funding of new and innovative programs on statewide, local committees, task forces, etc.
- Ensures that internal programs are effectively coordinated and administered, and that they complement and are appropriately linked with other social service agencies within the community.
- Maintains effective working relationship with community partners.
- Attends meetings as assigned by CAPMC Executive Director.
- Works closely with CAPMC Executive Director to ensure Community Services direction and mission are accomplished.
- Develops, manages and maintains several Community Services budgets.
- Assures reports, bills, etc. are well maintained and completed on time.
- Oversees the work of all Community Services staff; holds staff meetings and assures staff's ongoing development via workshops, conferences and one-on-one meetings.



## **COMMUNITY SERVICES PROGRAM MANAGER**

### **Page 4 of 6**

- Maintains positive and productive relationships with all of CAPMC partners and other Community Action programs.
- Establishes new partnerships with local Faith Community and Business Community.
- Provides analysis of community homeless issues for committee, board and staff; tracks policies and programs at the state and federal level, and participates in local and statewide advocacy campaigns.
- Researches best practices and training resources for topics within the Agency's strategic plan (e.g., chronic homelessness, family homelessness, prevention, rapid re-housing).

### **OTHER DUTIES:**

- Adheres to the Americans with Disabilities Act of 1990 (ADA), which prohibits discriminatory actions toward any qualified individuals. In particular, children with disabilities are enrolled in the classroom as mandated by federal and state laws.
- Ensures strict compliance with universal precautions during work-related visits or when administering first aid.
- Other duties as assigned within scope of job classification.

### **LIMITS OF AUTHORITY**

- Relative authority to maintain compliance with federal, state, and local laws as well as the Agency's policies and procedures.
- Relative authority to maintain compliance with program standards and the requirements of funding guidelines.
- Maintains close communication with the immediate supervisor to recommend a course of action and to receive directives on priorities.

### **OTHER REQUIREMENTS:**

- Must be able to relate with all people of the community regardless of sexual, ethnic, racial, or religious background or socio-economic level.
- Must be dedicated to the goals and philosophy of CAPMC and Department.
- Must possess emotional maturity, stability, tactfulness, and the ability to provide professional leadership.
- Must have dependable insured transportation and a valid California Driver's License and acceptable driving record. A DMV printout and proof of insurance will be required. Mileage may be reimbursed subjected to the CAPMC's policy.
- Must complete all background requirements: references, livescan checks, a pre-employment physical fitness and drug screen, acknowledgement of child abuse reporting responsibility, criminal record statement, debarment clearance, and receive satisfactory clearance from all licensing and investigative authorities. Employment is contingent upon receiving clearances from appropriate authorities.
- Must use reasonable precautions in the performance of one's duties and adhere to all applicable safety rules and practices; and act in such a manner as to ensure at all times maximum safety to one's self, fellow employees, clients, and children.



## COMMUNITY SERVICES PROGRAM MANAGER

### Page 5 of 6

#### GENERAL PHYSICAL REQUIREMENTS

Medium work: exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

#### PHYSICAL ACTIVITIES

- Climbing: Ascending or descending ladders, stairs, scaffolding, ramps, and the like, using feet and legs and/or hands and arms. Body agility is emphasized. This factor is important if the amount and kind of climbing required exceeds that required for ordinary locomotion.
- Balancing: Maintaining body equilibrium to prevent falling or tripping when walking, standing or crouching on narrow, slippery or erratically moving surfaces. This factor is important if the amount of balancing exceeds that needed for ordinary locomotion and maintenance of body equilibrium.
- Stooping: Bending body downward and forward by bending spine at the waist. This factor is important if it occurs to a considerable degree and requires full use of the lower extremities and back muscles.
- Kneeling: Bending legs at the knee to come to a rest on knee or knees.
- Crouching: Bending the body downward and forward by bending leg and spine.
- Crawling: Moving about on hands and knees or hands and feet.
- Reaching: Extending hand(s) and arm(s) in any direction.
- Standing/Sitting: Particularly for sustained periods of time.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.
- Pushing: Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
- Pulling: Using upper extremities to exert force in order to draw, drag, haul, or tug objects in a sustained motion.
- Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position to position. This factor is important if it occurs to a considerable degree and requires the substantial use of the upper extremities and back muscles.
- Fingering: Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand or arm as in handling.
- Grasping: Applying pressure to an object with the fingers and palm.
- Feeling: Perceiving attributes of objects, such as size, shape, temperature, or texture by touching with skin, particularly that of fingertips.
- Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

## COMMUNITY SERVICES PROGRAM MANAGER

### Page 6 of 6

- Hearing: Perceiving the nature of sounds at normal speaking levels or without correction. Ability to receive detailed information through oral communication, and make fine discriminations in sound.
- Repetitive Motions: Substantial movements (motions) of the wrists, hands, and/or fingers.

### VISUAL ACUITY

The worker is required to have visual acuity to determine the accuracy, neatness, thoroughness of work assigned.

### WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### WORKING CONDITIONS

- The worker is subject to both environmental conditions: Activities occur inside and outside.
- The worker may be exposed to infectious diseases.

***To build a diverse workforce, CAPMC encourages applications from individuals with disabilities, minorities, veterans, and women. EEO/AA Employer.***



# COMMUNITY NEEDS ASSESSMENT

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*Data About the Demographics, Economic Features, and Resources in Madera County*

Attached please find excerpts from the recent Community Needs Assessment. It is anticipated the Assessment will be approved by CAPMC's Board of Directors during the June 10, 2021 Board of Directors meeting.

June 2021

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.  
1225 GILL AVENUE, MADERA, CA 93637

## COMMUNITY INPUT

An integral part of the Community Needs Assessment is listening to Madera County residents, both those affected by the conditions of poverty, and those attempting to reduce them. CAPMC held the following Focus Groups and Survey Opportunities to hear from differing parts of Madera County:

- Online Surveys Distributed from April 1-April 26 to General Madera County population
- Head Start Parent Meeting on Thursday, April 15 at 2pm
- Shunammite Place Focus Group on Friday, April 23 at 9am
- Community Partner WebEx Forum on Friday, April 23 at 11am

TABLE 50

NEEDS PRIORITIZED BY INPUT GROUP				
Name	Online Survey	Head Start Parent Meeting	Shunammite Place Focus Group	Community Partner WebEx Forum
Date	<i>April 1-26</i>	<i>April 15 at 2pm</i>	<i>April 23 at 9am</i>	<i>April 23 at 11am</i>
Participants	62	6	9	8
Target Population	Those who work or live in Madera County	Fairmead/Chowchilla Residents, Spanish Speaking	Homeless, Recipients of CAPMC Services	Community Partners
Priorities	Affordable Housing	<i>Responses Included in Survey Data</i>	Health	Homeless
	Food		Affordable Housing	Mental Health
	Employment		Transportation	Resources for At-Risk 12-17 Youth
	Health		Employment	Housing
	Community Events & Parks		Shopping/Stores	Employment
	Homeless		Homeless	Education/Schools
	Financial Health		Child Care	Rehab/Recovery for Drug Abuse
	Transportation		Education/Schools	
	Child Care			
	Mental Health			



## PRIORITIZATION PROCESS

The Community Needs Assessment Team has collected the most current information available for more than 40 indicators in three impacted areas: demographic economic, and quality of life conditions. Each impacted area has a set of indicators that provide information about the magnitude of certain needs, social problems or contributing factors; and the overall performance in the community in addressing issues, needs or problems.

## ALIGNMENT WITH LIVE WELL MADERA COUNTY

The Madera County Public Health Department's accreditation process prompted the need to conduct a Community Health Assessment. This process began with a convening of individuals led by Madera County Public Health Department, representing various community-based organizations, faith-based organizations, private sector, public sector, and educational institutions. The group became known as the Mobilizing for Action through Planning and Partnerships (MAPP) Steering Committee in 2017, and now has been renamed Live Well Madera County. CAPMC is proud to have representatives in both the Steering Committee and Executive Committee.

The result of the data is the 2017 Community Health Assessment, which documented four priorities and needs in the community, confirmed by the 2017 Madera County Health Rankings Report. The four priorities are:

- Obesity & Diabetes
- Mental Health
- Alcohol & Drug Use
- Child Abuse & Neglect

The 2019-2021 Community Health Improvement Plan monitored progress in two identified strategic health priorities: Diabetes and Obesity, and Child Abuse and Neglect, and strategies are under way to address those issues.

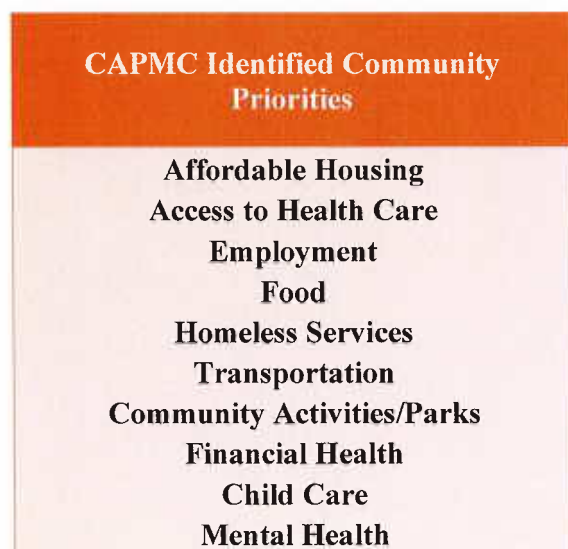
The CAPMC Community Needs Assessment aims to show linkage between data found from the Live Well Madera County Steering Committee and data found from CAPMC to help together address the priorities and factors contributing to these. Many of the contributing factors and effects of the priorities are being addressed by CAPMC services and program

## CAPMC PRIORITIES

When deciding which needs to prioritize, an understanding of root causes is important. Poverty is so widespread throughout Madera County and has been for many years, it almost seems endemic. However, by truly understanding the stories of our residents, root causes can begin to be addressed. Most of the priorities listed below are root causes of poverty and contribute to the lineage of poverty that is often passed from one generation to the next.

Staff reviewed the concerns listed from the community focus groups, public hearings, community surveys, and then organized the data into categories or themes. Each time a participant mentioned an issue, it was tallied, and those were totaled together to form a list of the top needs in Madera County.

Coordinating priorities is essential when collaborating with local agencies. Although the priorities below look distinctively different in verbiage from those identified through LiveWell Madera, CAPMC will be addressing root causes of the four priority areas of the Live Well Madera Steering Committee (Obesity & Diabetes, Mental Health, Alcohol & Drug Use, and Child Abuse & Neglect). This collaboration, inclusive of strategic planning and a community-based approach, allows for collaboration, partnerships, and increased efficiency and effectiveness to serve the low-income residents and overall entire population of Madera County.



**Affordable Housing** means both the ability to secure affordable rental housing and the ability to become homeowners. CAPMC offers permanent supportive housing at the Shunammite Place.

**Access to Health care** – CAPMC does not provide health care services but assistance in obtaining Medi-Cal insurance is provided.

**Employment** – CAPMC offers volunteer opportunities and this often leads to employment.

**Food** – CAPMC assists clients in signing up for Cal-Fresh benefits and in helping clients access food supplies offered by Madera County Food Bank.

**Homeless Services** – CAPMC provides an array of services to support the homeless.

**Transportation** – CAPMC provides limited transportation for homeless individuals and families.

**Community Activities/Parks** – CAPMC does not build parks. This information has been forwarded to the City of Madera Parks & Recreation Department.

**Financial Health** – CAPMC provides Budget Development classes and Credit Repair classes for the Shunammite Place residents.

**Child Care** – CAPMC provides assistance in both finding quality child care, and in paying for child care with Alternative Payment Program. CAPMC's Head Start program is also offered in Madera County.

**Mental Health** – CAPMC supports this priority by assisting clients with connecting to mental health services offered in Madera County.

## CDBG 2021-2022

### Continuum of Care Homeless Funding Project Timeline

FMCoC Coordinated Entry Evaluation Committee		Homeless Count Planning Meeting
FMCoC General Board Meeting		Coordinated Entry System Meeting
FMCoC Board of Directors Meeting	<b>Dec 2021</b>	Homeless Count Planning Meeting
FMCoC Coordinated Entry Evaluation Committee		Homeless Management Information System Committee Meeting
FMCoC General Board Meeting		
FMCoC Board of Directors Meeting	<b>Nov 2021</b>	First Quarter Report Due
FMCoC Coordinated Entry Evaluation Committee		Coordinated Entry System Meeting
FMCoC General Board Meeting		Homeless Management Information Systems Committee Meeting
FMCoC Board of Directors Meeting	<b>Oct 2021</b>	
FMCoC Coordinated Entry Evaluation Committee		
FMCoC General Board Meeting		
FMCoC Board of Directors Meeting	<b>Sep 2021</b>	
FMCoC Coordinated Entry Evaluation Committee		
FMCoC General Board Meeting		
FMCoC Board of Directors Meeting	<b>Aug 2021</b>	
FMCoC Coordinated Entry Evaluation Committee		
FMCoC General Board Meeting		
FMCoC Board of Directors Meeting	<b>July 2021</b>	



## Continuum of Care Homeless Funding Project Timeline

FMCOC Board  
 FMCOC Coordinated Entry Evaluation  
 Committee  
 FMCOC General Board Meeting  
 FMCOC Board of Directors Meeting  
**Feb 2022**

FMCOC Coordinated Entry Evaluation  
 Committee  
 FMCOC General Board Meeting  
 FMCOC Board of Directors Meeting  
**Jan 2022**

Fourth Quarter Report Due  
Coordinated Entry System Committee Meeting  
Homeless Count Planning Meeting  
Homeless Coalition Meeting  
Homeless Management Information System Meeting  
Homeless Count Planning Meeting  
Coordinated Entry System Committee Meeting  
Third Quarter Report Due  
Homeless Management Information System Meeting  
Coordinated Entry System Committee Meeting  
Homeless Point-In-Time Count  
Homeless Management Information System Meeting  
2nd Quarter Reporting  
Point-In-Time Count Planning Meeting

## Exhibit B

### FY 2021-22 CDBG PROJECT

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

**PROJECT NAME:** Fresno Madera Continuum of Care

#### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs (not to exceed 10% of total grant)

Supplies \$250.00

Postage

Consultant Services

Maintenance/Repair

Publications/Printing

Transportation/Travel Required for Business \$819.00

Rent (portion allocated to this program) \$540.00

Equipment Rental

Insurance \$300.00

Utilities \$95.00

Telephone \$95.00

Other Expenses (Specify): \$17,901.00

Salaries - Community Services Staff \$12,577

Benefits - Community Services Staff \$2,999

Fees & Licenses - COC Requirement \$657

Indirect Cost @ 9.10% \$1,668

#### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services

Construction Management

Other Expenses (Specify):

**TOTAL CDBG PROJECT BUDGET:** \$20,000.00

# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: Community Action Partnership of Madera County, Inc.  
1225 Gill Ave  
Madera, CA 93637

PROJECT TITLE: Fresno Madera Continuum of Care

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:**

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

## Attachment 10

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT  
BLOCK GRANT SUBRECIPIENT AGREEMENT (\$60,000) AND RELATED  
GRANT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE  
COVENANTS WITH JAMES MEKALIAN DBA LA MADERA ACCESSIBLE  
LIVING STUDIOS**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with James Mekalian DBA La Madera Accessible Living Studios in the amount of \$60,000 ("Agreement"); and

**WHEREAS**, HUD requirements also require a Regulatory Agreement.

**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 Subrecipient Agreement and related Grant Regulatory Agreement and Declaration of Restrictive Covenants between the City and James Mekalian DBA La Madera Accessible Living Studios attached as Exhibits 1 and 2.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

## **COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND JAMES MEKALIAN DBA LA MADERA ACCESSIBLE LIVING STUDIOS**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and James Mekalian DBA La Madera Accessible Living Studios, 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

tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$60,000.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds



provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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

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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
James Mekalian DBA La Madera Accessible Living Studios  
121 N. Lake St  
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

**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:**

**JAMES MEKALIAN DBA LA MADERA  
ACCESSIBLE LIVING STUDIOS:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

By: \_\_\_\_\_  
James Mekalian, Sole Proprietor

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

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

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

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

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

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

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

## Exhibit 2

NO FEE DOCUMENT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Madera  
Grants Department  
205 W Fourth Street  
Madera, CA 93637  
Attention: Grants Administrator

No fee for recording pursuant to  
Government Code Section 27383

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**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
(City of Madera CDBG Grant Award)**

**(121 N. Lake Street, Madera, CA 93638)**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of \_\_\_\_\_, 2021, by and between the City of Madera, a municipal corporation ("City"), and James Mekalian, Sole Proprietor DBA La Madera Accessible Living Studios ("Owner").

### RECITALS

A. Pursuant to the Grant Agreement (as defined in Section 1.1 below), the City will provide to Owner, (referred to as "Subrecipient" in the Grant Agreement) a grant of Sixty Thousand dollars (\$60,000.00) (the "Grant") to rehabilitate the real property located at 121 N Lake Street in the City of Madera, State of California, as more particularly described in Exhibit A attached hereto (the "Property"). The Property is improved with a multifamily residence. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Grant Agreement, as defined below.

B. The Grant is funded with Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.), as amended ("CDBG Funds"). The CDBG Funds must be used by the City in accordance with 24 C.F.R. Part 570.

C. The City has agreed to make the Grant to Owner on the condition that the Property be maintained and operated in accordance with restrictions concerning occupancy, operation, and maintenance of the Property that are set forth in this Agreement and in the Grant Agreement.



D. In consideration of receipt of the Grant, Owner agrees to observe all the terms and conditions set forth below.

E. In order to ensure that the entire Property will be used and operated in accordance with these conditions and restrictions, City and Owner wish to enter into this Agreement.

THEREFORE, City and Owner hereby agree as follows.

## ARTICLE 1 DEFINITIONS

### 1.1 Definitions.

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" means the actual number of persons in the applicable household.

(b) "Adjusted Income" means the total anticipated annual income of all persons in the Tenant household as calculated in accordance with 24 C.F.R. Section 5.611.

(c) "Affordable Rent" has the meaning set forth in Section 2.2.

(d) "CDBG" means the Community Development Block Grant Program.

(e) "CDBG Regulations" means Community Development Block Grant Program, operated pursuant to Title I of the Housing and Community Development Act of 1974, et seq.

(f) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, dated of even date herewith, by and among Owner, as trustor, First American Title Insurance Company, as trustee and the City, as beneficiary, that will encumber the Property to secure repayment of the Loan and the performance of the Loan Agreement and this Agreement.

(g) "HUD" means the United States Department of Housing and Urban Development.

(h) "Grant" means all funds awarded to Owner by City pursuant to the Regulatory Agreement and Declaration of Restrictive Covenants (hereafter "Grant Agreement" approved by City Council Resolution No. \_\_\_\_ on \_\_\_\_\_).

(i) "Grant Agreement" means the City Grant Agreement between Owner and City, dated of even date herewith, evidencing the Grant.

(j) "Very Low Income Household" means a Tenant household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

(k) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the City of Madera, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD.

(l)

(m) "CDBG" has the meaning set forth in Recital B.

(n) "Property" has the meaning set forth in Recital A.

(o) "Rent" means the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit, property and land and associated facilities, including parking; any separately charged fees or service charges assessed by Owner which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant.

(p) "Tenant" means a household legally occupying a Unit.

(q) "Term" means the term of this Agreement which commences as of the date of this Agreement and ends twenty (20) years after the date of this Agreement.

## ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

### 2.1 Occupancy Requirements.

All of the Units shall be rented to and occupied by Very Low Income Households with a disability.

Maximum occupancy for the Unit shall be the HUD maximum allowable occupancy of two persons per bedroom plus one.

### 2.2 Allowable Rent.

(a) The monthly rent paid by Tenants of the Unit shall not exceed 1/12<sup>th</sup> of thirty percent (30%) of Tenant's Adjusted Income (the "Affordable Rent").

(b) The maximum Affordable Rent charged for the Unit shall be the fair market rent established by HUD for the City of Madera for a single bedroom Unit.

### 2.3 Termination of Occupancy.

Upon termination of occupancy of a Unit by a Tenant, such Unit be rented to Very Low Income Households, to comply with the requirements of Section 2.1 above.

## ARTICLE 3 INCOME CERTIFICATION AND REPORTING

### 3.1 Income Certification; Increased Income.

(a) Owner will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any Unit. Owner shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Owner shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Owner shall also complete and/or have the Tenants of the Unit complete and sign the "Income Computation and Certification" and the "Owner's Certification of Household Income" both of which are attached hereto as Exhibit B and/or any other forms related to Tenants' income provided to Owner by the City or that provide income information that is sufficient to determine an applicant's income as required by this Section 3.1. Copies of Tenant income certifications shall be available to the City upon request.

(b) If upon recertification, Owner determines that a tenant's household income exceeds the Very Low Income limit, then the tenant shall be allowed to remain in occupancy and shall be charged the Allowable Rent which shall be calculated as described in Section 2.2. A Tenant shall be qualified to remain in occupancy of the Unit until such time as Tenant's Adjusted Income exceeds one hundred twenty percent (120%) of Median Income.

### 3.2 Reporting Requirements.

Owner shall submit to the City quarterly Property status reports for the first two (2) years of Property operation no later than ninety (90) days after the end of each quarter. Thereafter, Owner shall submit to the City annual reports in a form approved by the City, no later than one hundred twenty (120) days after the end of Owner's fiscal year. The reports shall contain such information as the City may require, including, but not limited to, the following:

(a) A statement of the fiscal condition of the Property, including a financial statement indicating surpluses or deficits in operating accounts for the period covered, a detailed itemized listing of income and expenses, and the amounts of any Property reserves. The report due after the end of each fiscal year, or when Grants Administrator deems necessary, shall contain an audited version of this statement. Such audit shall be prepared in accordance with the requirements of the City and certified at the Owner's expense by an independent Certified Public Accountant licensed by the State of California. The Owner shall also follow audit requirements of the Single Audit Act and OMB Circulars A-122 and 110.

(b) The substantial physical defects in the Property, if any, including a description of any major repair or maintenance work undertaken in the reporting period.

(c) The occupancy of the Property indicating:

(1) A listing of current Tenants' names, income levels, rent charged and paid, move-in dates, and the race and ethnic groups of Tenants;

(2) General management performance, including Tenant relations and other relevant information.

Upon request of the City, Owner shall furnish, within fifteen (15) days, copies of all Tenant agreements for the Units. Within fifteen (15) days after receipt of a written request from the City, Owner shall also submit any other information or completed forms requested by the City in order to comply with reporting requirements of HUD, (provided, however, that the Owner shall in no event be obligated to provide any information that it cannot legally obtain as a housing provider), the State of California, or any other government entity or lender to Owner.

### 3.3 Additional Information.

Owner shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Property.

### 3.4 Records.

Owner shall maintain complete, accurate and current records pertaining to the Property, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Property shall at all times be kept separate and identifiable from any other business of Owner and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. Owner shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

### 3.5 On-site Inspection.

The City shall have the right to perform an on-site inspection of the Property when deemed necessary by the City, and subject to the rights of the Tenants, at least one (1) time per year upon reasonable notice to the Owner. Owner agrees to cooperate in such inspection and request Tenants cooperate with such inspections.

## ARTICLE 4 OPERATION OF THE PROPERTY

### 4.1 Residential Use.

Owner shall operate the Property as housing for Very Low Income Households in accordance with Article 2 of this Agreement. No part of the Property may be operated as transient housing.

### 4.2 Taxes and Assessments.

Owner shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Owner may contest in good faith, any such taxes, assessments, or charges. In the event Owner exercises its right to contest any tax, assessment, or charge against it, Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

#### 4.3 Property Tax Exemption.

Owner shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g), without the prior written consent of the City.

#### 4.4 Tenant Selection Plan.

Marketing, tenant selection and waitlist administration procedures shall be done in accordance with the approved Tenant Selection Plan. Owner shall not make material modifications to its tenant selection plan without the prior written approval of the City, which approval shall not be unreasonably withheld.

### ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

#### 5.1 Management Responsibilities.

The Owner is responsible for all management functions with respect to the Property, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Property. The Owner shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder.

#### 5.2 Management Agent; Periodic Reports.

The Property shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Property in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Owner shall submit for the City's approval the identity of any proposed Management Agent. The Owner shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the City to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the City shall approve the proposed management agent by notifying the Owner in writing. Unless the proposed management agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

#### 5.3 Periodic Performance Review.

The City reserves the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Property. The purpose of each periodic review will be to enable the City to determine if the Property is being operated and managed in accordance with the requirements and standards of this Agreement. The Owner shall cooperate with the City in such reviews.

#### 5.4 Replacement of Management Agent.

If, as a result of a periodic review, the City determines in its reasonable judgment that the Property is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the City shall deliver notice to Owner of its determination that the Property does not satisfy the requirements of this Agreement, such notice may include a request to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Owner of such written notice, City staff and the Owner shall meet in good faith to consider methods for improving the financial and operating status of the Property, including, without limitation, replacement of the Management Agent.

If, after such meeting, City staff recommends in writing the replacement of the Management Agent, Owner shall promptly dismiss the current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the City pursuant to Section 5.2 above.

Any contract for the operation or management of the Property entered into by Owner shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 6.8 below.

#### 5.5 Approval of Management Policies.

The Owner shall submit its written management policies with respect to the Property to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

#### 5.6 Property Maintenance.

The Owner agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

Owner agrees to prevent deterioration of the Property due to below-average maintenance. Normal wear and tear of the Property will be acceptable to the City assuming the Owner agrees

to provide all necessary improvements to assure the Property is maintained in good condition. The Owner shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that the Owner breaches any of the covenants contained in this Section and such default continues for a period of fifteen business (15) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, which amount shall be promptly paid by the Owner to the City upon demand.

#### 5.7 Asset Management.

The Owner is responsible for all asset management functions with respect to the Property, including without limitation the oversight of the Management Agent, maintaining accurate and current books and records for the Property and promptly paying costs incurred in connection with the Property. The City shall have no responsibility over asset management of the Property.

### ARTICLE 6 MISCELLANEOUS

#### 6.1 Lease Provisions.

In leasing the Unit(s), Owner shall use a form of Tenant lease approved by the City. The form of Tenant lease shall also comply with all requirements of this Agreement, and shall, among other matters:

(a) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (i) to provide any information required under this Agreement or reasonably requested by Owner to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Property in accordance with the standards set forth in this Agreement, or (ii) to qualify as a Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(b) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Owner, and provide for no increase in Rent during such year, except as may be required by. After the initial year



of tenancy, the lease may be month-to-month by mutual agreement of Owner and the Tenant.

## 6.2 Lease Termination.

Any termination of a lease or refusal to renew a lease for a Unit shall be in conformance with the CDBG Regulations and shall be preceded by not less than sixty (60) days written notice to the Tenant by the Owner specifying the grounds for the action.

## 6.3 Nondiscrimination.

(a) The Property shall be operated at all times in compliance with the provisions of: (i) the Unruh Act; (ii) the California Fair Employment and Housing Act; (iii) Section 504 of the Rehabilitation Act of 1973; (iv) the Fair Housing Act, as amended; and (v) any other applicable law or regulation (including the Americans With Disabilities Act, to the extent applicable to the Property). Owner shall agree to indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to City) City, and its boardmembers, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Owner's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

(b) All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. Owner shall not give preference to any particular class or group of persons in renting the Unit(s), except as may be required pursuant to Article 2.1 of this Agreement and the approved Supportive Services Plan for the Property.. The Owner herein covenants by and for Owner, assigns, and all persons claiming under or through the Owner, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall Owner or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit. Notwithstanding the above, with respect to familial status, the above should not be construed to apply to housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of the Civil Code as identified in Health and Safety Code Section 33050(b).

(c) The Owner will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates

for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Property which have the effect of precluding occupancy of Units by such prospective Tenants.

6.4 Binding Effect; Consideration.

The provisions of this Agreement shall apply to the Property for the entire Term, as defined in this Agreement. This Agreement shall bind any successor, heir or assign of Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. The City makes the Grant on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5 Compliance with the Grant Agreement and Program Requirements.

(a) Owner's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Grant Agreement; (ii) all requirements imposed on projects assisted under the CDBG Program as contained in 42 USC Section 5301, et seq., 24 CFR Part 570, and other implementing rules and regulations.

(b) Owner shall ensure that the Property meets the Housing Quality Standards pursuant to CDBG Regulations throughout the Term.

6.6 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the City, and (iv) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Owner shall also file a copy of the above-described notice with the Grants Administrator of the City.

(b) In addition to the notice required above, Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a), which would include the City Community Development Director) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to

purchase the Property to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Property is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Property.

6.7 Covenants to Run With the Land.

The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.8 Enforcement by the City.

If Owner fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified Owner in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel Owner's performance of its obligations under this Agreement, and/or for damages.

(b) Remedies Provided Under City Grant Agreement. The City may exercise any other remedy provided under the Grant Agreement.

6.9 Attorneys' Fees and Costs.

In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.10 Recording and Filing.

The City and Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Madera.

6.11 Governing Law.

This Agreement shall be governed by the laws of the State of California.

6.12 Waiver of Requirements.

Any of the requirements of this Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

6.13 Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Madera.

6.14 Notices.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City: City of Madera  
Grants Department  
205 W Fourth Street  
Madera, CA 93637  
Attention: Grants Administrator

Owner: James Mekalian Sole Proprietor  
DBA La Madera Accessible Living Studios  
c/o "Management Agent"  
121 N. Lake Street  
Madera, CA 93638  
Attention: "Agent name"

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

6.15 Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

6.16 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.17 Revival of Agreement after Foreclosure.

This Agreement shall be revived according to its original terms if, during the original Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Property or Property.

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

**CITY:**

CITY OF MADERA, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**OWNER:**

James Mekalian Sole Proprietor, DBA La Madera  
Accessible Living Studios

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
COUNTY OF MADERA )

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

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

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF MADERA )

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

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

WITNESS my hand and official seal.

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Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 2 IN BLOCK 44 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP ENTITLED "BLOCK 44, TOWN OF MADERA", FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MADERA, STATE OF CALIFORNIA, RECORDED DECEMBER 2, 1909 IN VOL. 2 OF MAPS, AT PAGE 20

APN: 075-0167-010

EXHIBIT B

INCOME COMPUTATION AND CERTIFICATION  
AND OWNER'S CERTIFICATION OF HOUSEHOLD INCOME

I, the Undersigned, certify that I have read and answered fully, and truthfully each of the following questions for all persons in the household who are to occupy a room in this house for which application is made.

<u>Occupant 's Name</u>	<u>Social Security #</u>	<u>Age</u>	<u>Place of Employment</u>	<u>Annual Income</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
			<b>TOTAL:</b>	

The total anticipated annual household income\* for the twelve (12) month period beginning this date (the sum of the final column): \$ \_\_\_\_\_.

Signed: \_\_\_\_\_  
Head of Household

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

\* The anticipated annual Income as determined by Attachment A.



### Owner's Certification of Household Income

Household Name \_\_\_\_\_

I certify, as Owner/Management Agent for \_\_\_\_\_ that I have verified this Household's Income by using the following:

1. Tax returns \_\_\_\_\_
2. Place of employment verification \_\_\_\_\_
3. Pay stubs \_\_\_\_\_
4. Notarized statement from lessee \_\_\_\_\_
5. Other (please describe) \_\_\_\_\_

\_\_\_\_\_  
Owner/Management Agent

\_\_\_\_\_  
Date

# Exhibit A



## CDBG 2021/2022 GRANT APPLICATION CAPITAL PROJECTS/PUBLIC IMPROVEMENTS COVER SHEET

Application due date: On or before **May 28, 2021** by **5:00 PM** City  
of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only)	
<b>DATE &amp; TIME SUBMITTED:</b>	
Applicant Name:	JAMES MEKALIAN
Physical Address:	121 N. LAKE STREET MADERA, CA 93638
Mailing Address:	SAME
Program Name:	JAMES MEKALIAN DBA LA MADERA accessible living studios
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	N/A
Grant Administrator (Principal contact)	
First & Last Name and Title:	JAMES MEKALIAN OWNER/LANDLORD
Telephone Number and Email Address:	559-801-9292 JMEKALIAN303@GMAIL.COM
Program/Project Administrator (Manages Day-to-Day Tasks of Program)	
First & Last Name and Title:	JAMES MEKALIAN OWNER/LANDLORD
Telephone Number and Email Address:	SAME
Amount Requested: \$ 150,000	

# CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<p>1 original completed application</p> <p><input checked="" type="checkbox"/> Font: 12 point</p> <p><input checked="" type="checkbox"/> Paper: 8 1/2 x 11</p> <p><input checked="" type="checkbox"/> Single-sided, <u>no double-sided pages</u>, single-spaced and numbered consecutively</p> <p><input checked="" type="checkbox"/> One-inch top, bottom, left and right margins</p> <p><input checked="" type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)</p>	<p><input checked="" type="checkbox"/> Grant Application Coversheet</p> <p><input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance &amp; Applicability)</p> <p><input checked="" type="checkbox"/> Program/Project Timeline</p> <p><input checked="" type="checkbox"/> Budget Table</p> <p><input checked="" type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)</p> <p><input checked="" type="checkbox"/> Marketing/Outreach Plan</p> <p><input checked="" type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)</p> <p><input checked="" type="checkbox"/> References</p>
---	--

## Submittal Option

1. Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)

**CITY OF MADERA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS**  
**PROPOSAL APPLICATION**

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

**Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

**Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

**Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

**CDBG 2021/2022 Applicant Scoring Rubric**

<b>Criteria</b>	<b>Points</b>	<b>Committee Member Ranking</b>
Ability to Address Community Need or Priority	20	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need	30	
References	10	
Ability to Locate Other Funds	5	
Schedule	10	
Work Plan and Capacity	15	
Public Input Received	10	
<b>TOTAL POINTS</b>	<b>100</b>	

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

**A. GENERAL INFORMATION**

1. Name of Department/Organization: LA MADERA accessible living studios  
Address: 121 N. LAKE STREET MADERA, CA 93638  
Contact Person: JAMES MEKALAN Phone: 559-801-9292  
Concurrence: [Signature]  
Signature/Authorizing Official (Grant Administrator/Department Head)

**B. ACTIVITY DESCRIPTION**

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):
2. Need (Explain why project is needed.):
3. Estimated cost of project and source of estimate (if available): \$ \_\_\_\_\_  
Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
4. Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)
5. What measurable goals will your program deliver?

6. What are the project's expected outcomes? How are the outcomes assessed?
7. What HUD National Objective does your program meet?
8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

**C. ENVIRONMENTAL IMPACTS:**

1. Historical:
  - a. How old is the affected structure?
  - b. Will this project affect an historically significant (or potentially historic) structure?
2. Archeological:
  - a. Will this project involve any ground disturbance?
  - b. If so, how deep will excavation be and what is the volume of earth to be moved?
3. Water:
  - a. Does this project involve a sewer or water system?

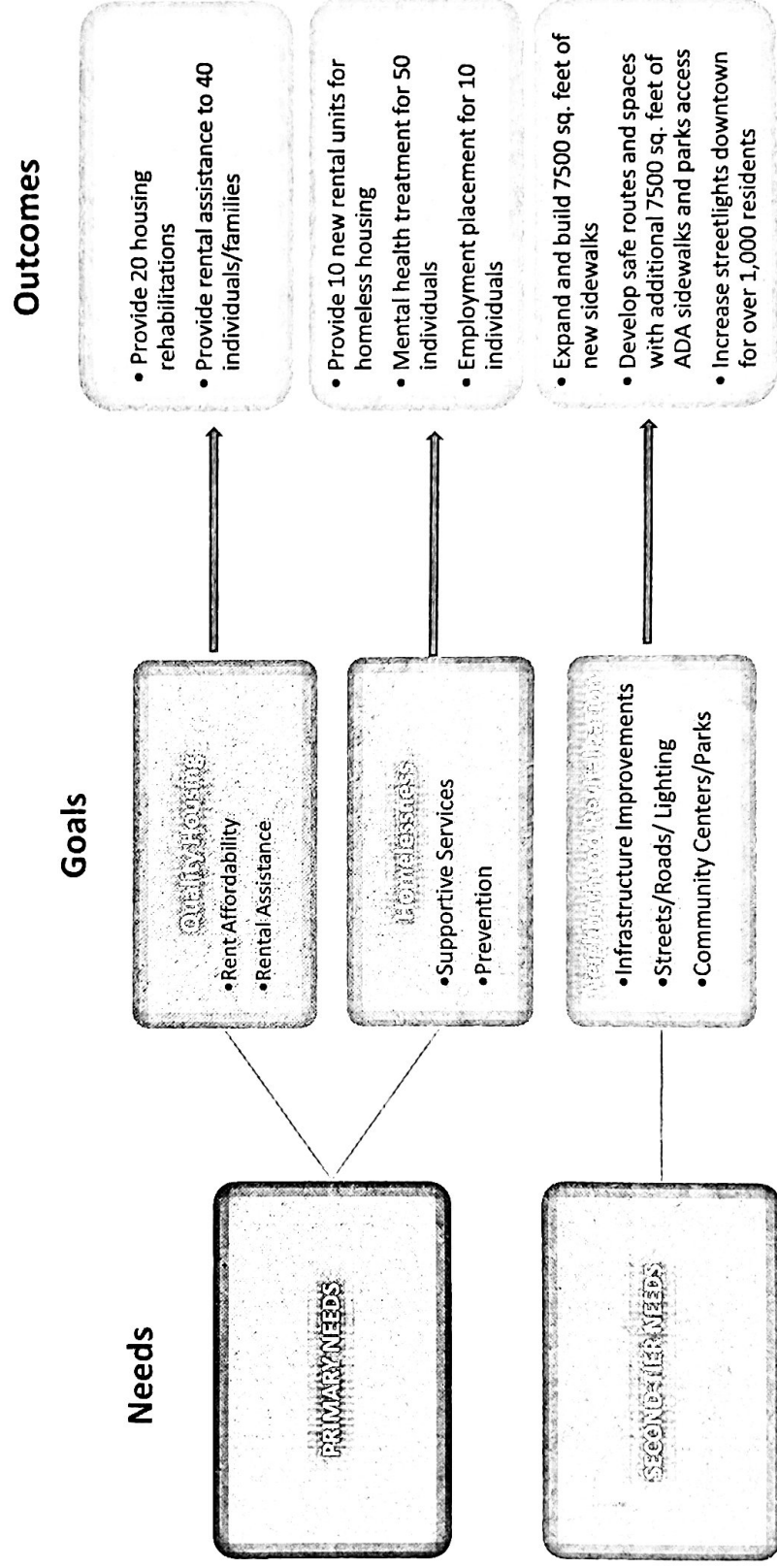
**D. PROGRAM ELIGIBILITY:**

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.
  - a. Number of persons served annually:
  - b. Service Area:  
Number of City residents served annually:  
Number of persons with disabilities or seniors served:
2. How will the proposed project prevent or eliminate slums or blight?

## Attachment A

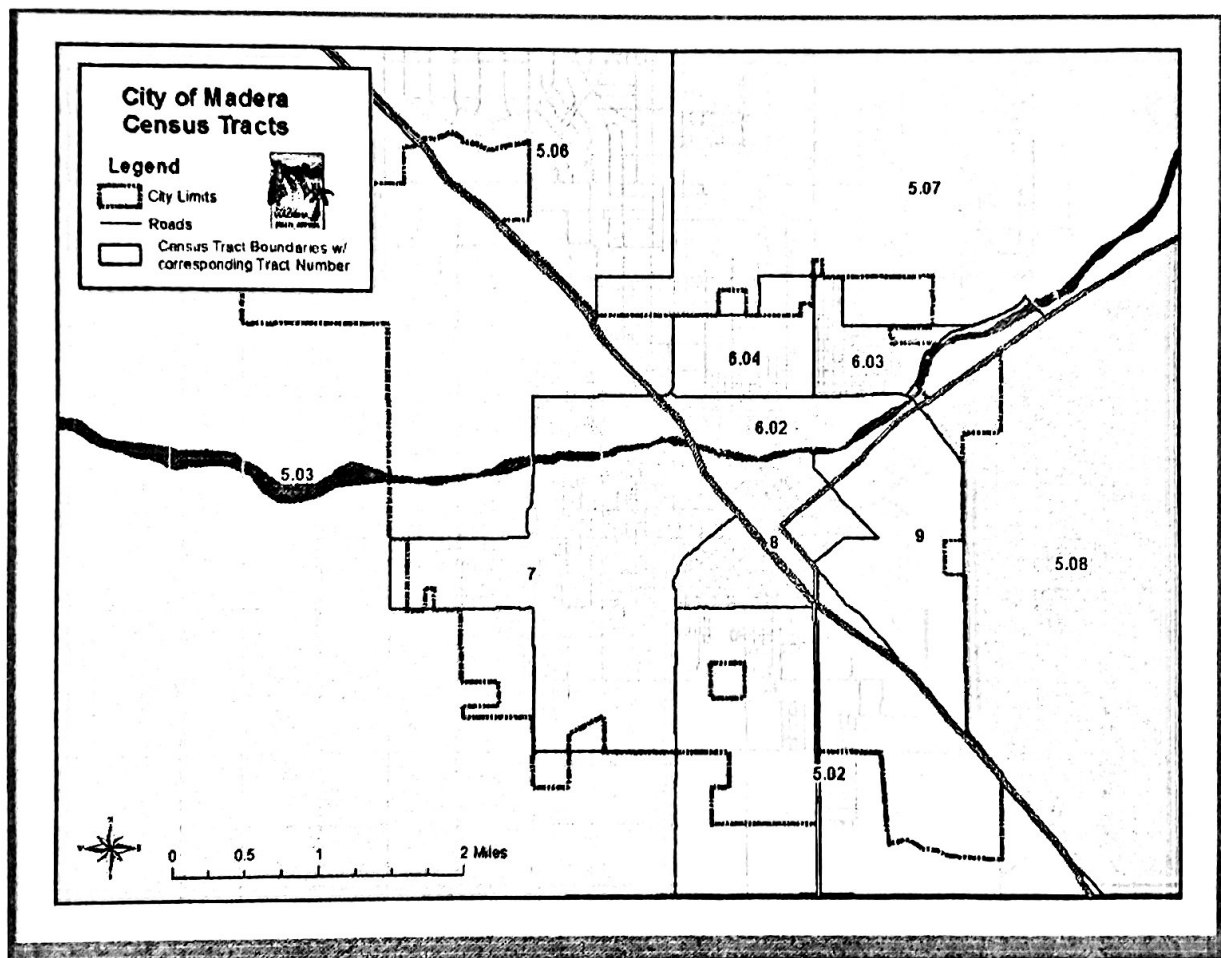
### City of Madera Five-Year Consolidated Plan 2020-2024 Priorities





## ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9  
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG  
PROGRAMS AND PROJECTS MUST OCCUR



#### E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
2. Note complaints that have been received, etc.
3. Evidence of collaboration with other agencies within the community.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

#### F. REFERENCES

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

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

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

Name	Title	Company/Agency	Phone	Email Address
Jennette Williams	PRESIDENT MKTG.	SUNCREST BANK	559-225-1700	jwilliams@suncrestbank.com
MASSEY CASPER	EXECUTIVE DIRECTOR	MADERA CNTY. HOUSING AUTH.	559-674-5695	massey@maderaha.org
DULCE TINOCO	FRESNO STATE STUDENT	AMAZON ? HOUSE CLEANING	559-900-5221	dulcetino094@gmail.com

**FY 2021-22 CDBG PROJECT**

**AGENCY:**

**PROJECT NAME:**

**MISCELLANEOUS PROJECT COSTS:**

**Administrative Costs** (not to exceed 10% of total grant)

## Supplies

## Postage

## Consultant Services

### Maintenance/Repair

## Publications/Printing

### Transportation/Travel Required for Business

Rent (portion allocated to this program)

## Equipment Rental

## Insurance

## Utilities

Telephone

Other Expenses (Specify):

### CIP REQUESTS ONLY:

## Lead-based paint assessment/abatement

## Construction/Renovation

## Consultant/Professional Services

## Construction Management

Other Expenses (Specify):

**TOTAL CDBG PROJECT BUDGET:**

**\$ 0.00**

150K  
TOTAL

**B.**

1) Project La Madera is in the process of converting the former Madera County Adoption facility into a ten (10) affordable living studios/units intended for 100% occupancy section 8 housing. These studios will be single inhabited and meet the Madera County housing authority guidelines.

2) Project La Madera's completion is crucial to our city's homeless problem. Both Madera City & County recognize this issue and label it their number one priority in 2021. By providing adequate housing to our homeless we can mitigate this growing challenge. I personally am passionate about making intended change. With this change will come standards which will propel the overall quality of one's life over the course of a year. Tenants will be carefully selected with the guidance of the housing authority and adhere to our vision using these dwellings as a springboard to launch themselves back into the workforce as productive citizens in our community. Required education, work, classes, meetings, etc. are implemented and upheld by the consistent guidance of our local housing authority.

3) \$150,000.00 requested amount. I, James Mekalian have personally put over \$50,000 of my own personal money into the initial reconstructing of the facility. Supporting documents available by request.

4) I believe this is the most important question for grant assistance/acceptance. For Project La Madera it will dictate the completion timeline. Quite simply, with or without grant funding, I intend to finish this ten unit complex. However, in the unlikely event grant funds are not provided, I will be forced to continue "pay as I go". This means when I have the additional funds each month I will continue to move forward with the necessary completion- which will take probably close to two years before fruition. In the likely event Project La Madera is granted the funds, completion and move in will not take any longer than four months. That's it. That means ten residents before year end! That's great news!

5) Immediate accessible housing "move in ready" by no later than Oct 31, 2021 with county protocol and management in place. **COMMITMENT FOR TWENTY YEAR LEASE TO HUD.**

6) 100% Section 8 affordable housing 10 multi unit complex.

7) Low to moderate income housing

8) Project La Madera syncs with HUD's affordable housing requirements/rules/regulations, etc.

**C.**

1. a. Seventy (70) years. Facility has "great bones" and in great condition for conversion. The former county tenant did a wonderful job keeping up with maintenance, repairs, etc .

b. No

2. a. Yes

b. Plumbing as needed for individual rooms with submitted plans to the City's building Dept.

3. Yes, see above.

**D.**

1. a. 10

b. 121 N. Lake Street Madera, CA 93638. 10 city residents. Disabilities or seniors undetermined at this time.

2. I have taken this old county building and completely (eco-friendly) the entire front of the building (landscaping) with fences, faux grass, gravel and plant life requiring little water. I have provided numerous jobs to neighbors as close as next door to help me beautify this lovely area on Lake street. As it stands now, the façade has eliminated the appearance of slums or blight. Once awarded this grant, the completion of this complex will completely eliminate any slums/blight both in appearance and performance!

**E.**

1. As mentioned, I have introduced myself to many neighbors throughout the block, etc. I've hired them on particular jobs when their trade was needed. Many of these neighbors/workers have become friends and trust for one another has been established.

2. None

3. The Madera County Housing Authority has been behind me and Project La Madera since day one. I can't thank them enough for their guidance and encouragement to move forward without hesitation. Particularly, Mr. Massey Casper, the director of the housing authority who keeps me on task and sees things much more pragmatic when I want to "overthink something". We both share the same vision which is why La Madera will see its completion and become the success story it's intended to be. Thank you for your consideration for this grant.

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: CITY OF MADERA CAPITAL PROJECTS / PUBLIC IMPRV.  
PROJECT NAME: LA MADERA ACCESSIBLE LIVING STUDIOS

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)

Supplies  
Postage  
Consultant Services  
Maintenance/Repair  
Publications/Printing  
Transportation/Travel Required for Business  
Rent (portion allocated to this program)  
Equipment Rental  
Insurance  
Utilities  
Telephone  
Other Expenses (Specify):

\$ 10,000  
1,000 -  
500 -  
2,000 -  
2,000 -  
500 -  
500 -  
N/A  
1,500 -  
750  
1,000  
250 - ~~1,000~~  
N/A

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement  
Construction/Renovation  
Consultant/Professional Services  
Construction Management  
Other Expenses (Specify):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL CDBG PROJECT BUDGET:

\$ 0.00

150K  
TOTAL

# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: James Mekalian DBA La Madera Accessible Living Studios  
121 N Lake St  
Madera, CA 93638

PROJECT TITLE: La Madera Accessible Living Studios

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:**

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

# Attachment 11

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$345,027) WITH  
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Community Action Partnership of Madera County, Inc. in the amount of \$345,027 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Community Action Partnership of Madera County, Inc.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Community Action Partnership of Madera County, Inc., 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

tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$345,027.19 in fiscal year 2021-2022. 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, 2021, and shall end its performance December 31, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

#### 14. Discrimination

##### a. Eligibility for Services

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

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

##### b. Employment Opportunity

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

##### c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds

provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

#### Maintenance of Coverage

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

#### Proof of Insurance

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

#### Acceptable Insurers

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



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

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

#### Specifications not Limiting

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

#### Notice of Cancellation

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

#### Self-insured Retentions

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

#### Timely Notice of Claims

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

#### Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
Community Action Partnership of Madera County, Inc.  
1225 Gill Ave  
Madera, CA 93637

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

**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, Inc.:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

By: Mattie Mendez  
Mattie Mendez, Executive Director

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

Date: 7/6/2021

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

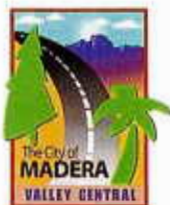
By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

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

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

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

## Exhibit A



# CDBG 2021/2022 GRANT APPLICATION CAPITAL PROJECTS/PUBLIC IMPROVEMENTS COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City  
of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only)

**DATE & TIME SUBMITTED: May 28, 2021 5:00 PM**

**Applicant Name:** Community Action Partnership of Madera County

**Physical Address:** 1225 Gill Avenue, Madera, CA 93637

**Mailing Address:** 1225 Gill Avenue, Madera, CA 93637

**Program Name:** CDBG 2021-2022 Housing Stabilization Program

**If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:** 94-1612823

**Grant Administrator (Principal contact)**

**First & Last Name and Title:**

Mattie Mendez, Executive Director

**Telephone Number and Email Address:** 559-675-5749

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

**Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title:**

Elizabeth Wisener, Community Services Program Manager

**Telephone Number and Email Address:** 559-675-5742

[ewisener@maderacap.org](mailto:ewisener@maderacap.org)

**Amount Requested:** \$ 400,000

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

1 original completed application  <input checked="" type="checkbox"/> Font: 12 point  <input checked="" type="checkbox"/> Paper: 8 1/2 x 11  <input checked="" type="checkbox"/> Single-sided <del>No double Sided pages</del> , Single-spaced and numbered consecutively  <input checked="" type="checkbox"/> One-inch top, bottom, left and right margins  <input checked="" type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	<input checked="" type="checkbox"/> Grant Application Coversheet
	<input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	<input checked="" type="checkbox"/> Program/Project Timeline
	<input checked="" type="checkbox"/> Budget Table
	<input checked="" type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead
	<input checked="" type="checkbox"/> Marketing/Outreach Plan
	<input checked="" type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	<input checked="" type="checkbox"/> References

### **Submittal Option**

1. Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)

**CITY OF MADERA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS**  
**PROPOSAL APPLICATION**

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

**Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- ✦ Secondary Data Analysis
- ✦ Interviews
- ✦ Group Video Discussions
- ✦ Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

**Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- ✦ Address at least one of the identified Top Need Areas;
- ✦ Address one or more of the Target Services; and/or
- ✦ Continue services recognized by the community as essential.

**Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- All (100%) of the funds received from the City of Madera must serve Madera residents.



Funding will be denied if it is found that this requirement is not met.

- ☐ Address at least one of the identified Top Needs Areas. (See Attachment A)

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

**A. GENERAL INFORMATION**

1. Name of Department/Organization: Community Action Partnership of Madera

County Address: 1225 Gill Avenue, Madera, CA 93637

Contact Person: Elizabeth Wisener

Concurrence: Mattie Mendez Mattie Mendez, Executive Director  
Signature/Authorizing Official (Grant Administrator/Department Head)

**B. ACTIVITY DESCRIPTION**

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

**CAPMC proposed to lease four 3-bedroom units to house homeless individuals or families through a modified rapid rehousing program. The program will provide housing for at least 12 clients. Some of the challenges to securing housing are poor rental history, criminal background, and lack of employment, both mental and physical disabilities. CAPMC plans to secure the leases and then enter into sub-leases with program participants. Program participants will pay rent of 30% of their income. Those who have no income will not pay rent. CAPMC utilizes the Fresno Madera Continuum of Care's Homeless Coordinated Entry System to prioritize who receives services first. Interested parties will be asked to complete an assessment called the Vulnerability Index Specialized Program Decision Assessment Tool (VI-SPDAT). Those who receive the highest score are considered the most vulnerable. Because this is a transitional program candidates will be referred to it based on their ability to earn enough income in the future to pay for their own rent. Income threshold is based on HUD's Uniform Act Income Limit for Madera California. Homeless eligibility is based on clients living in an emergency shelter or a place not meant for human habitation.**

**Madera County lacks any housing programs that serve the transitional youth ages 18-24. Because of this, applicants in this age group will receive a higher priority.**

**CAPMC will hire two Housing Case Workers. One will be assigned to provide case management of the 12 clients with the goal of helping the individuals connect to as many wrap around services as possible. Some examples of services provided are as follows: assisting in applying for Social Security disability benefits, assistance in applying for General Assistance, Cal-Fresh, assistance in helping to get connected**

to Medi-Cal, dental, vision, and mental health services, assistance in helping to get connected to obtain a GED, apply for college or a trade school, access services offered by Madera County Workforce Development, and or any other supportive services that may be available to them.

2. Need (Explain why project is needed.):

The results of the most recent Homeless Point-In-Time Count conducted in January 2020 enumerated 345 unsheltered homeless in the City of Madera, and 45 in the remainder of Madera County, for a total of 390. Although Madera County does not have a huge homeless population compared to larger cities, housing solutions continue to be limited, especially for permanent supportive housing programs for men. There are also no housing programs in Madera County for transitional age youth ages 18-24.

The biggest challenge to addressing the homelessness in Madera County is the lack of affordable housing. There is almost a 0% vacancy rate in rental properties. Homeless individuals often have poor credit, poor job skills, and evictions on their record. When a vacancy becomes available, they cannot compete with individuals and families that do not have these barriers to housing.

A total of at least 390 additional housing units are needed to house those who were enumerated during the 2020 Homeless Point-In-Time Count. Most of the homeless need either subsidized housing or permanent supportive housing and this would be quite costly.

According to Worldpopulationreview.com, in 2021, there are approximately a half a million homeless individuals in the United States. California has the highest homeless population of all the states with about 151,278 homeless individuals. Madera County's location on the Highway 99 corridor makes it easy for homeless people to travel north and south along the highway. CAPMC's Homeless Outreach Workers have indicated that they see people they have never seen before every time they go out. In 2020, CAPMC helped 19 homeless individuals who had gotten stranded in Madera County with transportation cost to help them get reunited with family who lived outside of the area.

The Homeless Engagement for Living Program (HELP) Center was established by CAPMC in 2020. The center serves as a one-stop shop for homeless individuals who are seeking housing and other services to come and receive the assistance needed. As of May 25, 2021, the Help Center staff are currently working with 85 different individuals to help them get document ready to apply for housing. One of the unmet needs is for a full-time staff person to serve as a landlord engagement specialist who will work on building relationships with landlords who will give homeless clients a fresh opportunity for housing.

3. Estimated cost of project and source of estimate (if available): \$400,000. Please



identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

**CDBG funds will be leveraged with Homeless Housing Assistance Program Funds, AB109 Funds, Community Services Block Grant – Cares funding, Emergency Solutions Grant funds, Shunammite Place Funds, and PATH Funds. Please see the attached documents. When an applicant contacts the HELP Center to ask for housing assistance staff use all available resources to find a funding source that will best serve the client's needs.**

4. Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

**Community Action Partnership of Madera County plans to operate an 18-month program. Please see the proposed timeline.**

5. What measurable goals will your program deliver?

**Goal #1 – Provide housing to homeless by providing transitional housing.**

**Goal #2 – Increase the number of landlords who are willing to work with the homeless population in Madera.**

6. What are the project's expected outcomes? How are the outcomes assessed?  
Project Outcomes

**Outcome #1 – Provide transitional housing for 12 individuals.**

**Outcome #2 – 100% of participants will become enrolled in a health insurance plan.**

**Outcome #3 – 100% participants will receive at least 5 wrap around services from the list provided in B.1 above.**

**Outcome #4 – 50% of participants will enroll in education program, trade school, college, or become gainfully employed.**

**Outcome #5 – 80% of the clients will exit to permanent housing at the end of the contract period.**

**Outcome #6 – Housing Case Worker – Landlord Engagement Specialist will secure 4 rentals for the transitional housing program then one rental unit /month for 15 of 18 months for homeless clients on the HELP Center waiting list to rent.**

7. What HUD National Objective does your program meet?

**Benefit low to moderate income persons.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

**This project meets primary needs under homeless supportive services of the Vision 2025 Plan.**

**C. ENVIRONMENTAL IMPACTS:**

1. Historical:

- a. How old is the affected structure? **The structures were built in 2007.**
- b. Will this project affect an historically significant (or potentially historic) structure? **No**

2. Archeological:

- a. Will this project involve any ground disturbance? **No**
- b. If so, how deep will excavation be and what is the volume of earth to be moved?

3. Water:

- a. Does this project involve a sewer or water system? **No**

**D. PROGRAM ELIGIBILITY:**

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

- 1. Primarily benefits low and moderate-income persons.
  - a. Number of persons served annually: 12 individuals in transitional housing, and an additional 15 over 18 months
  - b. Service Area: City of Madera  
  
Number of City residents served annually: 12  
  
Number of persons with disabilities or seniors served: 9
- 2. How will the proposed project prevent or eliminate slums or blight?

**In May 2021, over thirty tons of trash was removed from the Fresno River. As individuals move out of the riverbed, trash will be reduced.**

## **E. CITIZEN PARTICIPATION:**

Project proposals should include evidence of citizen support for activity.

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

**CAPMC recently conducted a Community Needs Assessment where information was gathered at focus groups, community meetings, and surveys about what people see is the most important unmet needs in the community. A total of 85 responses were received. The top 5 priorities were affordable housing, access to health care, employment, food, and homeless services. All of these priorities are address in this grant proposal.**

2. Note complaints that have been received, etc.
3. Evidence of collaboration with other agencies within the community.

**CAPMC collaborates with homeless service providers through the Homeless Connection meeting that meet every other Wednesday morning. The meeting is used to share about open homeless cases and to collaborate regarding how to best serve them. The CDBG-Capital Projects Grant proposal was shared at the May 26, 2021 meeting. There were 25 individuals in attendance and all were in favor of CAPMC submitting the application.**

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

## **F. REFERENCES**

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

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

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

**All responses were yes.**

<b>Name</b>	<b>Title</b>	<b>Company/Agency</b>	<b>Phone</b>	<b>Email Address</b>
Julie Morgan	Assistant Director	Madera County Behavioral Health	559-673-3598 x 1279	<a href="mailto:Julie.morgan@maderacounty.com">Julie.morgan@maderacounty.com</a>
Ryan McWherter	Director	Madera County Food Bank	559-975-3515	<a href="mailto:rmcwherter.maderafoodbank@gmail.com">rmcwherter.maderafoodbank@gmail.com</a>
Jesse Chavez	Director	Madera Rescue Mission	559-675-8321	<a href="mailto:jchevez@maderaarecue.org">jchevez@maderaarecue.org</a>

2021-2022

Transitional Housing Timeline

Landlord Engagement Timeline

Weekly case management with client and staff to assist in goal accomplishments.

Dec 2021

1 Client housed as a result of landlord engagement  
Housing caseworker to build relationships with landlords to secure open units for clients.

Weekly case management with client and staff to assist in goal accomplishments.

Nov 2021

1 Client housed as a result of landlord engagement  
Housing caseworker to build relationships with landlords to secure open units for clients.

Weekly case management with client and staff to assist in goal accomplishments.  
2 Sept Leases Occupied

Oct 2021

13 clients housed as a result of landlord engagement  
Housing caseworker to build relationships with landlords to secure open units for clients.

Weekly case management with client and staff to assist in goal accomplishments.  
2 units leased.  
Aug Lease Occupied  
Review selection of homeless candidates

Sep 2021

Housing caseworker to build relationships with landlords to secure open units for clients.

1 Unit Leased  
July Lease Occupied  
1 Housing Caseworker Hired  
Review selection of homeless candidates

Aug 2021

Housing caseworker to build relationships with landlords to secure open units for clients.

1 Unit Leased  
Housing caseworker Hired

July 2021



Weekly case management with client and staff to assist in goal accomplishments.

June 2022

1 Client housed as a result of landlord engagement  
Housing caseworker to build relationships with landlords to secure open units for clients.

Weekly case management with client and staff to assist in goal accomplishments.

May 2022

1 Client housed as a result of landlord engagement  
Housing caseworker to build relationships with landlords to secure open units for clients.

Weekly case management with client and staff to assist in goal accomplishments.

Apr 2022

1 Client housed as a result of landlord engagement  
Housing caseworker to build relationships with landlords to secure open units for clients.

Weekly case management with client and staff to assist in goal accomplishments.

Mar 2022

1 Client housed as a result of landlord engagement  
Housing caseworker to build relationships with landlords to secure open units for clients.

Weekly case management with client and staff to assist in goal accomplishments.

Feb 2022

1 Client housed as a result of landlord engagement  
Housing caseworker to build relationships with landlords to secure open units for clients.

Weekly case management with client and staff to assist in goal accomplishments.

Jan 2022

1 Client housed as a result of landlord engagement  
Housing caseworker to build relationships with landlords to secure open units for clients.

Clients exit to permanent housing  
Weekly case management with client and  
staff to assist in goal accomplishments.

Dec 2022

1 Client housed as a result of  
landlord engagement  
Housing caseworker to build relation-  
ships with landlords to secure open  
units for clients.

Clients start looking for permanent  
Weekly case management with client and  
staff to assist in goal accomplishments.

Nov 2022

1 Client housed as a result of  
Housing caseworker to build relation-  
ships with landlords to secure open  
units for clients.

Clients start looking for permanent housing  
Weekly case management with client and  
staff to assist in goal accomplishments.

Oct 2022

1 Client housed as a result of  
landlord engagement  
Housing caseworker to build relation-  
ships with landlords to secure open  
units for clients.

Clients start looking for permanent housing  
Weekly case management with client and  
staff to assist in goal accomplishments.

Sep 2022

1 Client housed as a result of  
landlord engagement  
Housing caseworker to build relation-  
ships with landlords to secure open  
units for clients.

Clients start looking for permanent housing  
Weekly case management with client and  
staff to assist in goal accomplishments.

Aug 2022

1 Client housed as a result of  
landlord engagement  
Housing caseworker to build relation-  
ships with landlords to secure open  
units for clients.

Weekly case management with client and  
staff to assist in goal accomplishments.

Jul 2022

1 Client housed as a result of  
landlord engagement  
Housing caseworker to build relation-  
ships with landlords to secure open  
units for clients.

## **FY 2021-22 CDBG PROJECT**

**AGENCY:** Community Action Partnership of Madera County

**PROJECT NAME:** CDBG 2021/2022 Housing Stabilization Program

### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs (not to exceed 10% of total grant)	
Supplies	\$9,420
Postage	\$101
Consultant Services	\$500
Maintenance/Repair	\$3,880
Publications/Printing	\$200
Transportation/Travel Required for Business	\$2,445
Rent (portion allocated to this program)	\$13,680
Equipment Rental	\$550
Insurance	\$1,038
Utilities	\$2,340
Telephone	\$4,300
Other Expenses (Specify):	
Salaries Program Manager and Housing Case Workers	\$142,306
Benefits Program Manager and Housing Case Workers	\$42,924
Fees & Licenses	\$1,960
Hiring Costs	\$390
Client Direct Benefits (Rent & Utilities)	\$117,320
Client Furnishings	\$5,082
Client Emergency Shelter	\$18,000
Client Food	\$200
Indirect rate @ 9.10%	\$33,364

### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services Construction Management Other Expenses (Specify):



Consultant/Professional Services Construction Management Other Expenses (Specify):

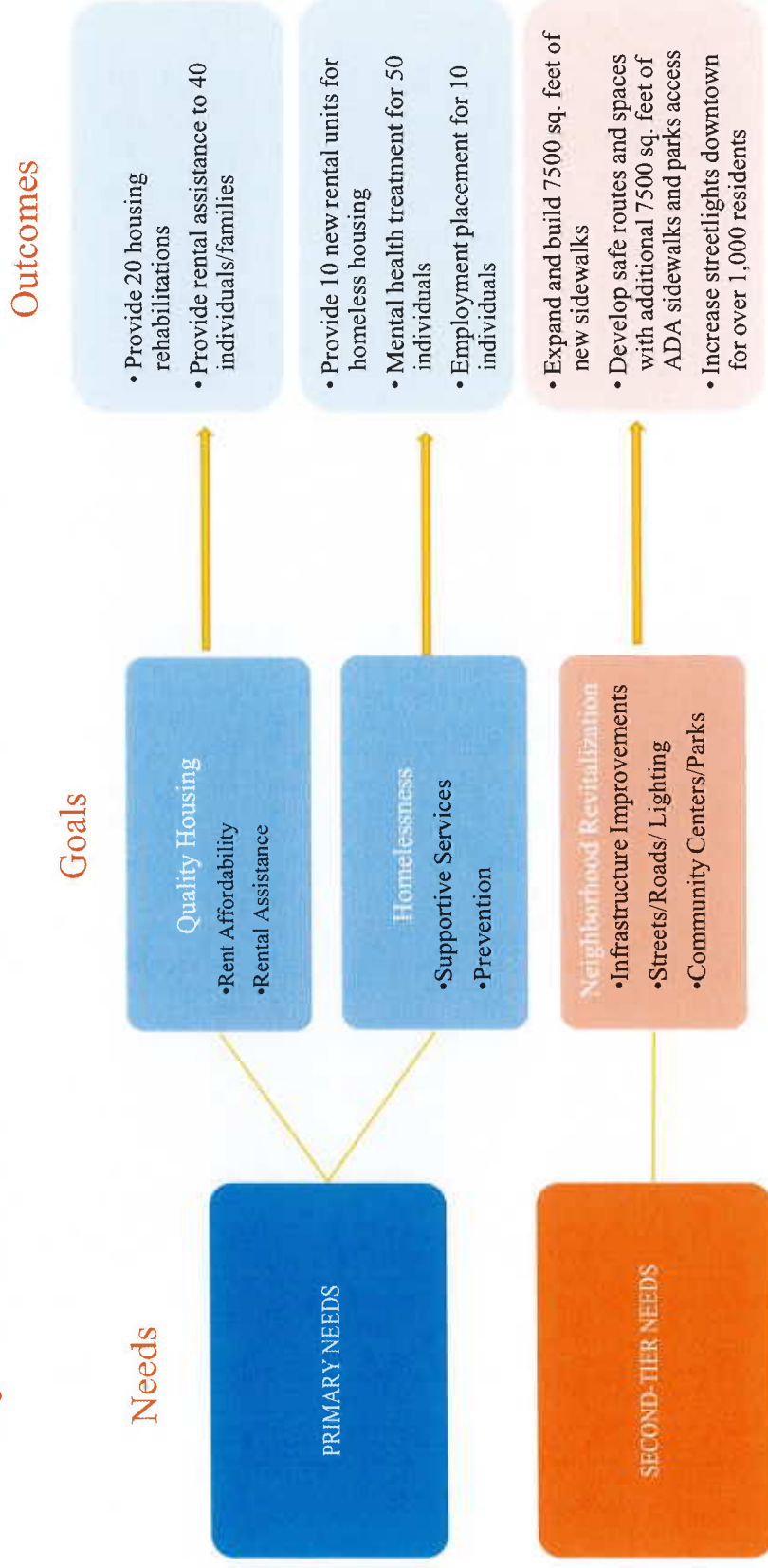
**TOTAL CDBG PROJECT BUDGET:**  
**\$400,000**

### CDBG 2021/2022 Applicant Scoring Rubric

Criteria	Points	Committee Member Ranking
Ability to Address Community Need or Priority	20	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need	30	
References	10	
Ability to Locate Other Funds	5	
Schedule	10	
Work Plan and Capacity	15	
Public Input Received	10	
TOTAL POINTS	100	

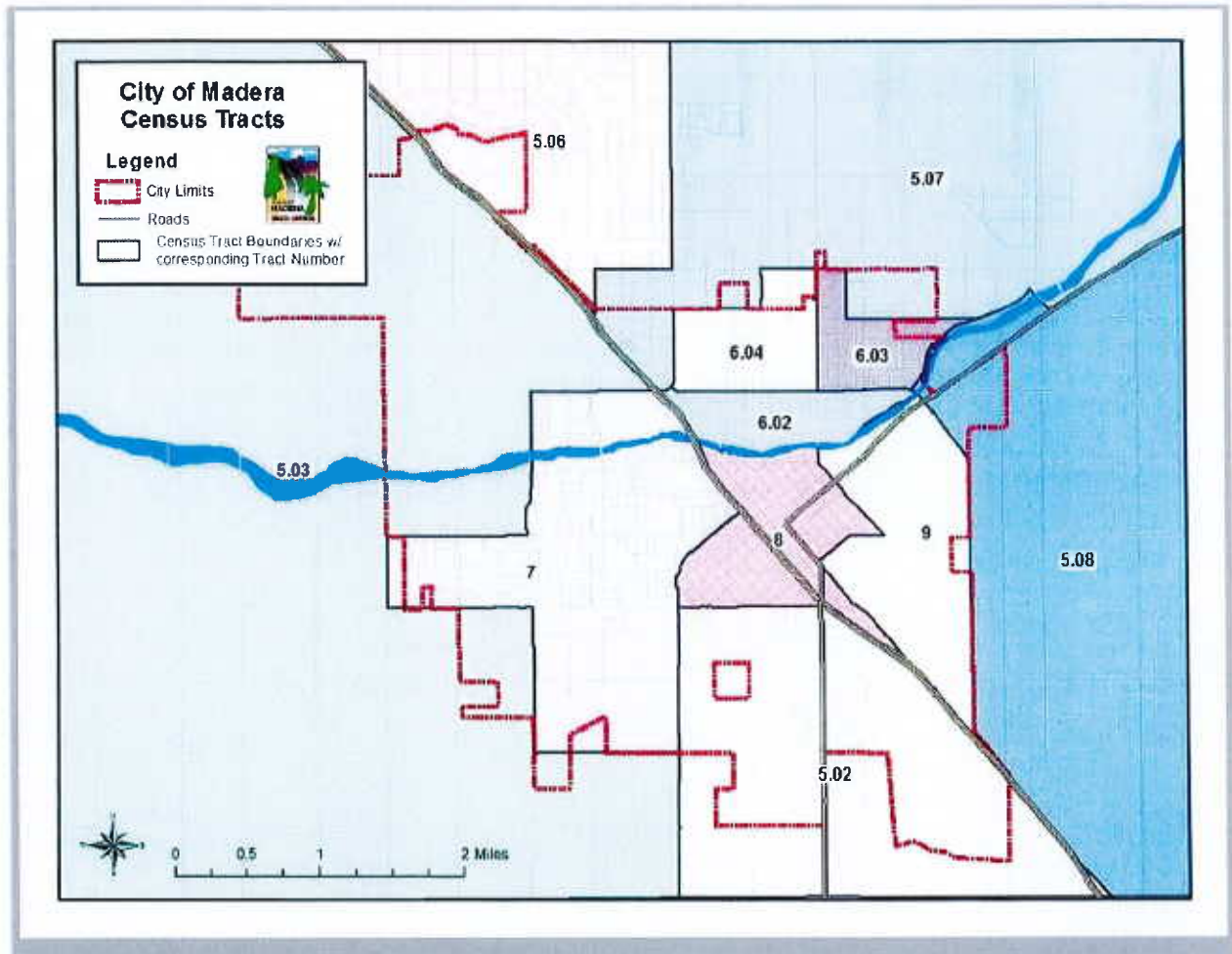
# Attachment A

## City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



## ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9  
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG  
PROGRAMS AND PROJECTS MUST OCCUR



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

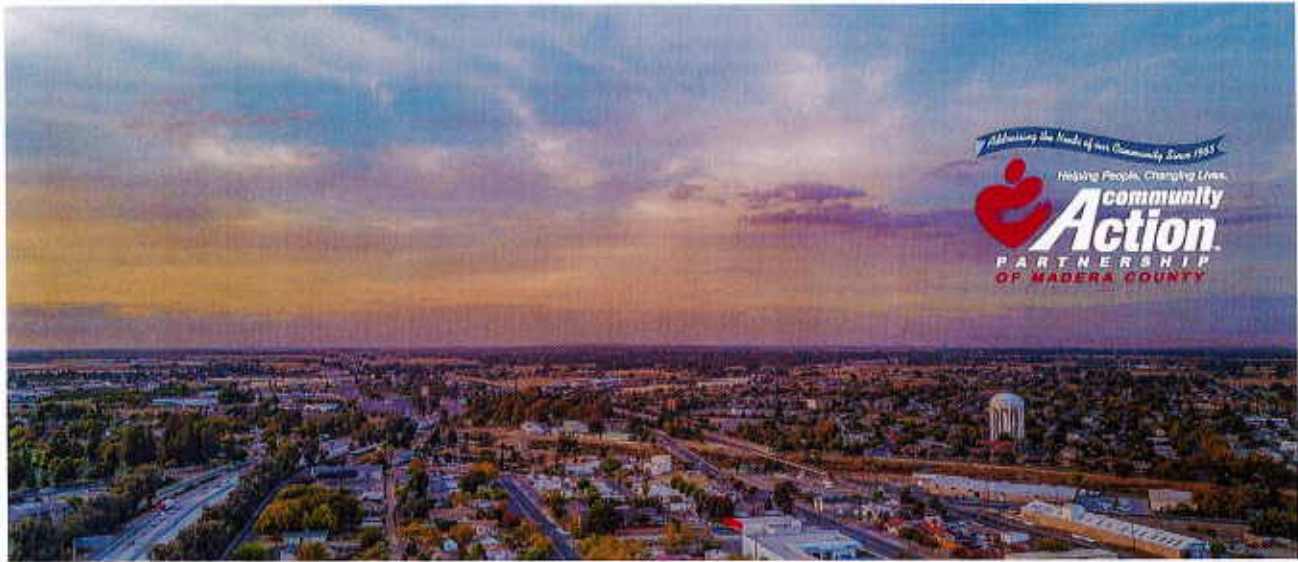
The Community Action Partnership of Madera County (CAPMC) plans to send information about the program to community partners, CAPMC's website, and other groups such as Neighborhood Watch that are located in the designated Census Tracts. When CAPMC launches new programs, Madera County residents are one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

CAPMC's goal of the Housing Stabilization Program outreach efforts is to ensure that all persons – regardless of race, color, national origin, age, religion, sex, disability, family status or English proficiency are aware of the affordable housing opportunities generated by CAPMC.

Methods used for informing the public of The Housing Stabilization Program Marketing Plan.

1. CAPMC will be responsible for implementing the CDBG Marketing Plan.
2. CAPMC will continue to collaborate with Housing and Urban Development to reduce discrimination in housing in the area.
3. CAPMC will develop an outreach plan each year, which will include advertising on the agency website, public service announcements, distribution of literature, community presentations and outreach activities to inform the community about fair housing rights.
4. Provide advertising in the language the group is most familiar with and provide a contact person who can answer questions in the language primarily spoken by that target group.
5. Target ethnic groups underrepresented.
6. Send flyers to homeless, advocacy groups, and other organizations, which serve groups that need special assistance for housing.
7. Target areas that are within in the Madera City census tract and households that are low to moderate income and in financial crisis.
8. Housing Case Worker will conduct outreach to property management companies and attend any meetings where they may be present.





# COMMUNITY NEEDS ASSESSMENT

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*Data About the Demographics, Economic Features, and Resources in Madera County*

Attached please find excerpts from the recent Community Needs Assessment. It is anticipated the Assessment will be approved by CAPMC's Board of Directors during the June 10, 2021 Board of Directors meeting.

June 2021

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.  
1225 GILL AVENUE, MADERA, CA 93637

## COMMUNITY INPUT

An integral part of the Community Needs Assessment is listening to Madera County residents, both those affected by the conditions of poverty, and those attempting to reduce them. CAPMC held the following Focus Groups and Survey Opportunities to hear from differing parts of Madera County:

- Online Surveys Distributed from April 1-April 26 to General Madera County population
- Head Start Parent Meeting on Thursday, April 15 at 2pm
- Shunammite Place Focus Group on Friday, April 23 at 9am
- Community Partner WebEx Forum on Friday, April 23 at 11am

TABLE 50

NEEDS PRIORITIZED BY INPUT GROUP				
Name	Online Survey	Head Start Parent Meeting	Shunammite Place Focus Group	Community Partner WebEx Forum
Date	<i>April 1-26</i>	<i>April 15 at 2pm</i>	<i>April 23 at 9am</i>	<i>April 23 at 11am</i>
Participants	62	6	9	8
Target Population	Those who work or live in Madera County	Fairmead/Chowchilla Residents, Spanish Speaking	Homeless, Recipients of CAPMC Services	Community Partners
Priorities	Affordable Housing	<i>Responses Included in Survey Data</i>	Health	Homeless
	Food		Affordable Housing	Mental Health
	Employment		Transportation	Resources for At-Risk 12-17 Youth
	Health		Employment	Housing
	Community Events & Parks		Shopping/Stores	Employment
	Homeless		Homeless	Education/Schools
	Financial Health		Child Care	Rehab/Recovery for Drug Abuse
	Transportation		Education/Schools	
	Child Care			
	Mental Health			

## PRIORITIZATION PROCESS

The Community Needs Assessment Team has collected the most current information available for more than 40 indicators in three impacted areas: demographic economic, and quality of life conditions. Each impacted area has a set of indicators that provide information about the magnitude of certain needs, social problems or contributing factors; and the overall performance in the community in addressing issues, needs or problems.

## ALIGNMENT WITH LIVE WELL MADERA COUNTY

The Madera County Public Health Department's accreditation process prompted the need to conduct a Community Health Assessment. This process began with a convening of individuals led by Madera County Public Health Department, representing various community-based organizations, faith-based organizations, private sector, public sector, and educational institutions. The group became known as the Mobilizing for Action through Planning and Partnerships (MAPP) Steering Committee in 2017, and now has been renamed Live Well Madera County. CAPMC is proud to have representatives in both the Steering Committee and Executive Committee.

The result of the data is the 2017 Community Health Assessment, which documented four priorities and needs in the community, confirmed by the 2017 Madera County Health Rankings Report. The four priorities are:

- Obesity & Diabetes
- Mental Health
- Alcohol & Drug Use
- Child Abuse & Neglect

The 2019-2021 Community Health Improvement Plan monitored progress in two identified strategic health priorities: Diabetes and Obesity, and Child Abuse and Neglect, and strategies are under way to address those issues.

The CAPMC Community Needs Assessment aims to show linkage between data found from the Live Well Madera County Steering Committee and data found from CAPMC to help together address the priorities and factors contributing to these. Many of the contributing factors and effects of the priorities are being addressed by CAPMC services and program



## CAPMC PRIORITIES

When deciding which needs to prioritize, an understanding of root causes is important. Poverty is so widespread throughout Madera County and has been for many years, it almost seems endemic. However, by truly understanding the stories of our residents, root causes can begin to be addressed. Most of the priorities listed below are root causes of poverty and contribute to the lineage of poverty that is often passed from one generation to the next.

Staff reviewed the concerns listed from the community focus groups, public hearings, community surveys, and then organized the data into categories or themes. Each time a participant mentioned an issue, it was tallied, and those were totaled together to form a list of the top needs in Madera County.

Coordinating priorities is essential when collaborating with local agencies. Although the priorities below look distinctively different in verbiage from those identified through LiveWell Madera, CAPMC will be addressing root causes of the four priority areas of the Live Well Madera Steering Committee (Obesity & Diabetes, Mental Health, Alcohol & Drug Use, and Child Abuse & Neglect). This collaboration, inclusive of strategic planning and a community-based approach, allows for collaboration, partnerships, and increased efficiency and effectiveness to serve the low-income residents and overall entire population of Madera County.

CAPMC Identified Community Priorities
Affordable Housing
Access to Health Care
Employment
Food
Homeless Services
Transportation
Community Activities/Parks
Financial Health
Child Care
Mental Health

**Affordable Housing** means both the ability to secure affordable rental housing and the ability to become homeowners. CAPMC offers permanent supportive housing at the Shunammite Place.

**Access to Health care** – CAPMC does not provide health care services but assistance in obtaining Medical insurance is provided.

**Employment** – CAPMC offers volunteer opportunities and this often leads to employment.

**Food** – CAPMC assists clients in signing up for Cal-Fresh benefits and in helping clients access food supplies offered by Madera County Food Bank.

**Homeless Services** – CAPMC provides an array of services to support the homeless.

**Transportation** – CAPMC provides limited transportation for homeless individuals and families.

**Community Activities/Parks** – CAPMC does not build parks. This information has been forwarded to the City of Madera Parks & Recreation Department.

**Financial Health** – CAPMC provides Budget Development classes and Credit Repair classes for the Shunammite Place residents.

**Child Care** – CAPMC provides assistance in both finding quality child care, and in paying for child care with Alternative Payment Program. CAPMC's Head Start program is also offered in Madera County.

**Mental Health** – CAPMC supports this priority by assisting clients with connecting to mental health services offered in Madera County.

## Exhibit B

### FY 2021-22 CDBG PROJECT

**AGENCY:** Community Action Partnership of Madera County

**PROJECT NAME:** CDBG 2021/2022 Housing Stabilization Program

**MISCELLANEOUS PROJECT COSTS:**

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Client Food	\$200
Indirect rate @ 9.10%	\$33,364

**CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services Construction Management Other Expenses (Specify):

# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: Community Action Partnership of Madera County, Inc.  
1225 Gill Ave  
Madera, CA 93637

PROJECT TITLE: Housing Stabilization Program

MONTH/QUARTER AND YEAR OF REPORT: \_\_\_\_\_, 20\_\_

#### I. CLIENT INFORMATION:

1. Total number of clients receiving service this month: \_\_\_\_\_
2. Number of unduplicated individuals provided service this month: \_\_\_\_\_
3. Number of unduplicated individuals provided services year-to-date: \_\_\_\_\_
4. Number of people refused services this month: \_\_\_\_\_

Reason(s) services were denied: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:**

**5. Female Head of Household:** \_\_\_\_\_

**6. Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,850	\$69,350	\$73,800
Minimum Annual Income	\$14,700	\$16,800	\$18,900	\$20,950	\$22,650	\$24,350	\$26,000	\$27,700
Total								

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

**ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:**

**Alex Estrada**  
**Program Manager - Grants**  
**CITY OF MADERA**  
**205 West Fourth Street Madera,**  
**CA 93637**  
**Phone: (559) 661-3690**  
**Fax: (559) 674-2972**  
**Email: [aestrada@madera.gov](mailto:aestrada@madera.gov)**

**REPORT PREPARED BY: \_\_\_\_\_**

**Date: \_\_\_\_\_**

---

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
<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

## Attachment 12

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$75,000) WITH  
HABITAT FOR HUMANITY GREATER FRESNO AREA**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Habitat for Humanity Greater Fresno Area in the amount of \$75,000 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Habitat for Humanity Greater Fresno Area.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

## **COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND HABITAT FOR HUMANITY GREATER FRESNO AREA**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Habitat for Humanity Greater Fresno Area, 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 tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$75,000.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for



planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease.

#### Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### Proof of Insurance

Subrecipient shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

#### Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

#### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

#### Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

#### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

#### Timely Notice of Claims

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

#### Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
Habitat for Humanity Greater Fresno Area  
4991 E. McKinley Ave Ste. 123  
Fresno, CA 93727

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

Date: \_\_\_\_\_

**HABITAT FOR HUMANITY GREATER FRESNO AREA:**

By: \_\_\_\_\_  
Jerry Zuniga, Director

Date: 7/7/2021

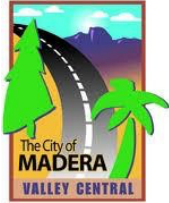
**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

Date: \_\_\_\_\_



## Exhibit A



# CDBG 2021/2022 GRANT APPLICATION CAPITAL PROJECTS/PUBLIC IMPROVEMENTS COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City  
of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only)

**DATE & TIME SUBMITTED:**

Applicant Name: **Habitat for Humanity Greater Fresno Area**

Physical Address: **4991 E. McKinley Ave, Ste. 123, Fresno CA 93727**

Mailing Address: **4991 E. McKinley Ave, Ste. 123, Fresno CA 93727**

Program Name: **City of Madera Exterior Paint Grant Program**

If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your  
organization's Federal Tax ID Number:

**Tax ID Number: 77-0076649**

Grant Administrator (Principal contact)

First & Last Name and Title: **Jerry Zuniga, Director**

Telephone Number and Email Address: **559-237-4102 X117 (office) 559-241-8335  
(direct) , jerry@habitatfresno.org**

Program/Project Administrator (Manages Day-to-Day Tasks of Program) Grant  
Administrator (Principal contact)

First & Last Name and Title: **Jerry Zuniga, Director**

Telephone Number and Email Address: **559-237-4102 X117 (office) 559-241-8335  
(direct) , jerry@habitatfresno.org**

Amount Requested: \$ **409,100**\_\_\_\_\_

## CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<div>1 original completed application</div> <div><input type="checkbox"/> Font: 12 point</div> <div><input type="checkbox"/> Paper: 8 1/2 x 11</div> <div><input type="checkbox"/> Single-sided, <u>no double-sided pages</u>, single-spaced and numbered consecutively</div> <div><input type="checkbox"/> One-inch top, bottom, left and right margins</div> <div><input type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)</div>	<div><input checked="" type="checkbox"/> Grant Application Coversheet</div>
	<div><input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance &amp; Applicability)</div>
	<div><input checked="" type="checkbox"/> Program/Project Timeline</div>
	<div><input checked="" type="checkbox"/> Budget Table</div>
	<div><input checked="" type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)</div>
	<div><input checked="" type="checkbox"/> Marketing/Outreach Plan</div>
	<div><input checked="" type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)</div>
	<div><input checked="" type="checkbox"/> References</div>

### **Submittal Option**

- Email to:  
[astrada@madera.gov](mailto:astrada@madera.gov)  
**CITY OF MADERA**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS  
PROPOSAL APPLICATION**

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

### **Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

### **Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

### **Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents.  
Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

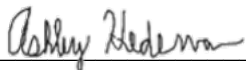
**A. GENERAL INFORMATION**

1. Name of Department/Organization: **Habitat for Humanity Greater Fresno Area**

Address: **4991 East McKinley Drive, Suite 123, Fresno CA 93727**

2.

Contact Person: Jerry Zuniga Phone: **559-237-4102 X117 | 559-241-8335 (direct)**

Concurrence: 

Signature/Authorizing Official (Grant Administrator/Department Head)

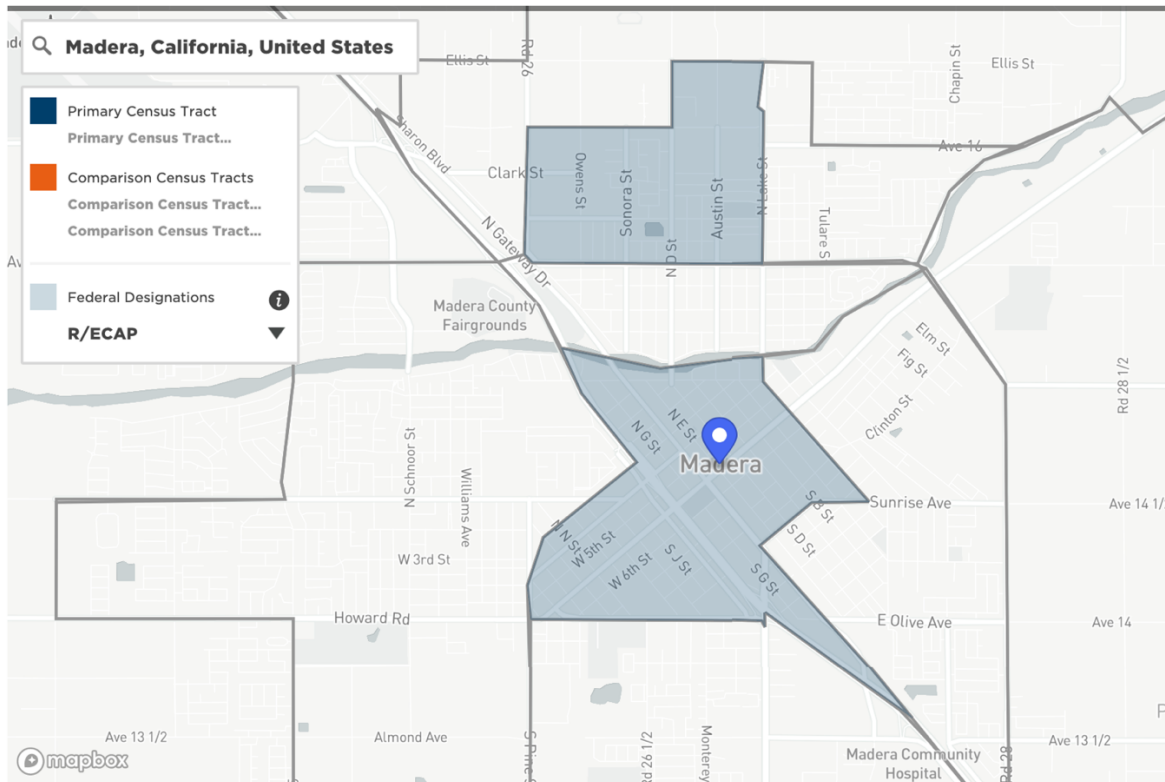
**B. ACTIVITY DESCRIPTION**

1. **Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):**

Offered citywide, for all owner-occupied, income-eligible (based upon HUD eligibility guidelines) homes, Habitat for Humanity Greater Fresno Area (HFHGFA) requests funding to launch a City of Madera Exterior Paint program. To compliment critical repair and accessibility assistance programs, the paint program is aimed to visually transform housing stock while renewing the first layer of protection against the elements.

Exterior paint program to eligible households to include:

- a) Exterior Paint only, and limited to main home structures,
- b) Minor exterior repairs to be performed to properly paint home,
- c) Lead-safe practices and controls must be met in accordance with EPA standards,
- d) Paint activities achieved through internal Habitat staff, local eligible painting contractors, and volunteers to address timely spenddown of award and also involve community involvement,
- e) Available to all single-family residences and mobile homes,
- f) Additional outreach focus on Racially or Ethnically Concentrated Areas of Poverty (R/ECAP) which has been identified as City of Madera Census Tracts "8" and "6.04"



*Figure 1 City of Madera R/ECAP Map*

**2. Need (Explain why project is needed.):**

In our second year of supporting housing rehabilitation to City of Madera residents, we recognize that the current state of housing stock will continue to need substantial repair investment to safeguard the health and safety of City of Madera residents. With the rising costs of materials, and continued aging of homes, these services only continue to increase in importance and impact. However, to revitalize neighborhoods, we believe that an Exterior Paint Program will bring the awareness and community support to compliment these services. A home's exterior condition is the most visible sign of disinvestment, and a key component of neighborhood improvement.

**3. Estimated cost of project and source of estimate (if available):  
\$ 409,100 Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.**

HFHGFA requests \$409,100 funding to support exterior paint program activities, allowing us to provide testing, minor exterior repairs, lead remediation and exterior paint for over 28 homes. HFHGFA currently operates an exterior paint program in Fresno County, and has served over 75 clients to date. Having an existing program, allows us to leverage existing investment of equipment, and our network of painting contractors to allow us to operate the program year-round. Additionally, we can leverage an

extensive volunteer network that allows us to engage community members in the improvement of Madera neighborhoods.

4. **Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)**

If funded, we have over 20 Madera residents that we have tracked as being interested in these services. Once we are authorized to proceed, we will be able to provide quick spenddown of these funds.

5. **What measurable goals will your program deliver?**

The measurement of funding will be in the form of how many homes we have painted. Additionally, we will also track impact by the homes we have remediated for lead contaminants and have properly encapsulated the lead risk. A report of these accomplishments will be provided to City of Madera Housing staff upon completion.

6. **What are the project's expected outcomes? How are the outcomes assessed?**

While the visual impact of this program will be shared by all residents that can observe these improvements in their neighborhoods, we have observed the impact that these transformations can have on the re-investment that begins to take place after we paint homes. Many times, these efforts spark a chain of home improvement activities by other homeowners in the neighborhoods we serve. Additionally, due to inability to afford these home projects or physical ability to perform on their own, this program transforms the homeowners' mental health through restoring pride of ownership. Many older adult homeowners express that the embarrassment of going outside due to the exterior condition is replaced by reconnecting with neighbors and improved social connection.

7. **What HUD National Objective does your program meet?**

HUD Objective - "Benefit low- and moderate-income individuals"

8. **How does your proposal support the Vision Plan Madera 2025 Action Plan?**

A key vision statement of the Madera 2025 Action Plan of “Safe, healthy environments” is the foundation of this program. While exterior paint provides immediate impact of visual improvement, it is the first layer of defense for external elements. By providing this service, we are ensuring that the home’s exterior “envelope” is sealed, and the residents remain in a healthy environment.

C. **ENVIRONMENTAL IMPACTS:**

1. Historical:

- a. **How old is the affected structure?** – The Exterior Paint Grant Program is available to all owner-occupied income-qualified households in City of Madera. The age of the structure, while tracked, is not a determining factor.
- b. **Will this project affect an historically significant (or potentially historic) structure?** Exterior features of the home are not changed as a result of the program. However, review of all projects performed by Habitat prior to commencing activities will be honored, if requested.

2. Archeological:

- a. **Will this project involve any ground disturbance?** Due to possibility of lead contaminants, a lead report will be performed for all pre-1978 homes. If lead is identified, proper controls will be performed, and a lead clearance will be provided. Should many years of flaking/chipping paint make it into the soil surrounding the home, minimal topsoil may need to be replaced to ensure that acceptable lead levels exist. This is very rare and lead risk assessment is performed prior to approving a home for exterior paint to avoid these types of controls.
- b. **If so, how deep will excavation be and what is the volume of earth to be moved?** N/A

3. Water:

- a. **Does this project involve a sewer or water system?** No

D. **PROGRAM ELIGIBILITY:**

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

- a. **Number of persons served annually:** 30+

- b. Service Area:

**Number of City residents served annually:** 30+

**Number of persons with disabilities or seniors served:** The program would be available to all eligible applicants, but we perform targeted outreach to underserved neighborhoods. What we find, is that a majority of applicants that own a home, and qualify within income eligibility guidelines, tend to be older adult homeowners.

2. **How will the proposed project prevent or eliminate slums or blight?** The program will provide immediate transformation of neighborhoods through the painting of the exteriors. Additionally, HFHGFA provides exterior landscaping and debris removal as a part of our exterior painting activities. These efforts have already been in place since our service area expansion to Madera County in 2018, and is performed at no cost to residents or City of Madera. To date, we have impacted over 36 homes, the Rotary Park cleanup, and countless community residents impacted through these free neighborhood revitalization and blight removal projects conducted by HFHGFA.

#### **E. CITIZEN PARTICIPATION:**

Project proposals should include evidence of citizen support for activity.

1. **What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.** Our evidence of citizen support is based on community input results conducted by City of Madera. Housing Improvement has been categorized as a top Capital Projects/Public Improvements need, and in our experience a reinforcement of our observations of our intake and outreach activities.
2. **Note complaints that have been received, etc.** No formal complaints have been received by HFHGFA staff or contractors.
3. **Evidence of collaboration with other agencies within the community.** HFHGFA's commitment to improving the access and availability of affordable housing in city of Madera requires that we maintain strong community involvement and partnership with



many partner agencies. From a staff role as an advisory council on the Fresno-Madera Agency on Aging to partnering with Madera Public Health Department to reach Madera's senior population to securing and providing home deliveries of essential cleaning and food supplies during the pandemic, our work in the community relies on our collaboration with community partners.

Additionally, we are actively engaged in the construction of five affordable homes on the corners of Washington and Malone Avenues. This \$1M+ project has brought groups from the public and private sectors together for common good. From the City staff, Council and Mayor, to the County office, to private health agencies like CalViva Health, to private banking institutions like SunCrest bank, to other CBO's and residents within the community, Habitat believes fundamentally that it 'takes a village' to make true impact.

To complement these efforts, and to uplift entire neighborhoods where we build, we offer that the exterior paint program is an important tool for long-term Neighborhood Revitalization efforts.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

## **F. REFERENCES**

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful? ○ Have you seen at least one very successful project developed by this organization/agency? ○ Do you think they are doing a good job in Madera?

<b>Name</b>	<b>Title</b>	<b>Company/Agency</b>	<b>Phone</b>	<b>Email Address</b>
Heidi Crabtree	Housing Program Coordinator	City of Clovis	559-324-2094	heidicr@ci.clovis.ca.us
Corrina Nunez	Project Manger	City of Fresno	559-621-8506	<u>Corrina.Nunez@fresno.gov</u>
Yvette Quiroga	Housing Program Manager	County of Fresno	559-600-4292	yquiroga@co.fresno.ca.us

## FY 2021-22 CDBG PROJECT

**AGENCY:** Habitat for Humanity Greater Fresno Area

**PROJECT NAME:** City of Madera Exterior Paint Grant Program

<b>Administrative Personnel:</b>	
<b>Compliance Director</b>	\$ 10,000.00
<b>NR Coordinator - Family Services/Outreach</b>	\$ 10,000.00
<b>NR Assistant - Intake</b>	\$ 14,000.00
<b>Other Direct Costs (Include only costs that are direct; indirect costs are covered under the Indirect Cost Rate)</b>	
<b>Direct Service Staff - Inspections</b>	\$ 16,000.00
<b>Direct Service Staff - Construction Project Management</b>	\$ 25,000.00
<b>Materials &amp; Contractor Services &amp; Direct Service Trades Staff</b>	\$ 300,000.00
<b>TOTAL OTHER DIRECT COSTS</b>	<b>\$ 341,000.00</b>
<b>OTHER COSTS*</b>	
<b>Indirect - De minimus 10 % Rate</b>	\$ 34,100.00
<b>TOTAL INDIRECT COST BUDGET</b>	<b>\$ 34,100.00</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 409,100.00</b>

\*Per 2 CFR 200.414, any non-federal entity that does not have a current negotiated rate may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (defined in 2 CFR 200.68).

**TOTAL CDBG PROJECT BUDGET: \$409,100**

## Exhibit B

### FY 2021-22 CDBG PROJECT

**AGENCY:** Habitat for Humanity Greater Fresno Area

**PROJECT NAME:** City of Madera Exterior Paint Grant Program

<b>Administrative Personnel:</b>	
<b>Compliance Director</b>	\$ 10,000.00
<b>NR Coordinator - Family Services/Outreach</b>	\$ 10,000.00
<b>NR Assistant - Intake</b>	\$ 14,000.00
<b>Other Direct Costs (Include only costs that are direct; indirect costs are covered under the Indirect Cost Rate)</b>	
<b>Direct Service Staff - Inspections</b>	\$ 16,000.00
<b>Direct Service Staff - Construction Project Management</b>	\$ 25,000.00
<b>Materials &amp; Contractor Services &amp; Direct Service Trades Staff</b>	\$ 300,000.00
<b>TOTAL OTHER DIRECT COSTS</b>	<b>\$ 341,000.00</b>
<b>OTHER COSTS*</b>	
<b>Indirect - De minimus 10 % Rate</b>	\$ 34,100.00
<b>TOTAL INDIRECT COST BUDGET</b>	<b>\$ 34,100.00</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 409,100.00</b>

\*Per 2 CFR 200.414, any non-federal entity that does not have a current negotiated rate may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (defined in 2 CFR 200.68).

**TOTAL CDBG PROJECT BUDGET: \$409,100**

# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Habitat for Humanity Greater Fresno Area**  
**4991 E McKinley Ave #123**  
**Fresno, CA 93727**

PROJECT TITLE: **City of Madera Exterior Paint Program**

MONTH/QUARTER AND YEAR OF REPORT: \_\_\_\_\_, 20\_\_

#### I. CLIENT INFORMATION:

1. Total number of clients receiving service this month: \_\_\_\_\_
2. Number of unduplicated individuals provided service this month: \_\_\_\_\_
3. Number of unduplicated individuals provided services year-to-date: \_\_\_\_\_
4. Number of people refused services this month: \_\_\_\_\_

Reason(s) services were denied: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:**

**5. Female Head of Household:** \_\_\_\_\_

**6. Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,850	\$69,350	\$73,800
Minimum Annual Income	\$14,700	\$16,800	\$18,900	\$20,950	\$22,650	\$24,350	\$26,000	\$27,700
Total								

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OUTCOMES ACHIEVED:**

**ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:**

**Alex Estrada**  
**Program Manager - Grants**  
**CITY OF MADERA**  
**205 West Fourth Street Madera,**  
**CA 93637**  
**Phone: (559) 661-3690**  
**Fax: (559) 674-2972**  
**Email: [aestrada@madera.gov](mailto:aestrada@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
<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

## Attachment 13

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK  
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$500,000) WITH THE  
CITY OF MADERA, PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with the City of Madera, Public Works Department in the amount of \$500,000 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera, Public Works Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

\*\*\*\*\*

# Exhibit 1

## **COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND THE CITY OF MADERA, PUBLIC WORKS DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and the City of Madera Public Works Department, hereafter referred to as "SUBRECIPIENT."

### **RECITALS**

- A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.
- B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.
- C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.
- D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

### **AGREEMENT**

#### **1. Services**

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "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 tenth (10<sup>th</sup>) day of the month following the end of each month. 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 \$500,000.00 in fiscal year 2021-2022. 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, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

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 monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for



planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

#### 14. Discrimination

##### a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

##### b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

##### c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease.

#### Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### Proof of Insurance

Subrecipient shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

#### Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

#### Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

#### Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

#### Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

#### Timely Notice of Claims

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

#### Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:  
City of Madera – Grants Department  
205 W. Fourth St.  
Madera CA 93637

To the Subrecipient:  
City of Madera, Public Works Department  
205 W. Fourth St.  
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.


This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

**CITY OF MADERA, PUBLIC WORKS  
DEPARTMENT:**

By: \_\_\_\_\_  
Santos Garcia, Mayor

By:  \_\_\_\_\_  
Daniel Foss, Interim Public Works Director

Date: \_\_\_\_\_

Date: 7-6-21

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

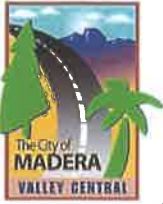
By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit A



# CDBG 2021/2022 GRANT APPLICATION CAPITAL PROJECTS/PUBLIC IMPROVEMENTS COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City  
of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) <b>DATE &amp; TIME SUBMITTED:</b>	
Applicant Name: <b>City of Madera Public Works Department</b>	
Physical Address: <b>1030 S. Gateway Dr., Madera, CA 93637</b>	
Mailing Address: <b>1030 S. Gateway Dr., Madera, CA 93637</b>	
Program Name: <b>Public Works Department</b>	
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	
Grant Administrator (Principal contact)	<b>Daniel Foss</b> Interim Public Works Director
First & Last Name and Title:	559-661-5466 dfoss@madera.gov
Telephone Number and Email Address:	
Program/Project Administrator (Manages Day-to-Day Tasks of Program)	
First & Last Name and Title:	
Telephone Number and Email Address:	
Amount Requested: \$ <u>500,000.</u>	

# CDBG APPLICATION SUBMITTAL CHECKLIST

## (To Be Submitted with Application)

**For All CDBG Applicants (Include all of the following in your application)**

<p>1 original completed application</p> <p><input type="checkbox"/> Font: 12 point</p> <p><input type="checkbox"/> Paper: 8 1/2 x 11</p> <p><input type="checkbox"/> Single-sided, <u>no double-sided pages</u>, single-spaced and numbered consecutively</p> <p><input type="checkbox"/> One-inch top, bottom, left and right margins</p> <p><input type="checkbox"/> Emailed applications should be submitted as a PDF document (not in Microsoft Word format)</p>	<p><input type="checkbox"/> Grant Application Coversheet</p> <p><input type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance &amp; Applicability)</p> <p><input type="checkbox"/> Program/Project Timeline</p> <p><input type="checkbox"/> Budget Table</p> <p><input type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)</p> <p><input type="checkbox"/> Marketing/Outreach Plan</p> <p><input type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)</p> <p><input type="checkbox"/> References</p>
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### Submittal Option

- Email to:  
[dfoss@madera.gov](mailto:dfoss@madera.gov)

**CITY OF MADERA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS**  
**PROPOSAL APPLICATION**

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is \$935,259. This amount allows up to \$187,052 for Administration proposals (20%), \$140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately \$607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

**Needs Identification Methods 2021/2022**

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

**Needs Prioritization and Funding Criteria**

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

**Applications for Funding**

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:


**A. GENERAL INFORMATION**

1. Name of Department/Organization: City of Madera, Public Works Department

Address: 500,000.00

Contact Person: Daniel Foss Phone: 559-661-5466

Concurrence:



Signature/Authorizing Official (Grant Administrator/Department Head)

## B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

**The proposed project involves the maintenance of existing pedestrian facilities including sidewalks, access curb ramps and drive approaches. The project includes various location in the City on Madera within CDBG eligible Census Tracts. The project includes necessary emergency and minor installation of sidewalk up to 100 yards annually.**

2. Need (Explain why project is needed.):

**Various locations throughout the City of Madera do not have adequate paths of travel for pedestrians traveling to schools, parks, churches, commercial areas, etc. Through a recent quantitative survey and focused discussion groups conducted throughout the community, with the intent to determine what type of public improvements are the most important to the community, it was determined that one of the priorities for the community is improved maintenance and accessibility of existing sidewalks. The inadequate quality of existing sidewalks and ramps in various locations within the City of Madera represents a potentially safe path of travel for students and residents that walk to school and commercial areas. This project will begin to improve the condition of existing sidewalks along direct routes to school while also providing ADA compliant corner ramps and adjust existing approaches as required.**

3. Estimated cost of project and source of estimate (if available): \$ 500,000.00  
Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

**CDBG Fund:                      \$500,000.00**

4. Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

**Upon award of the CDBG funds, the City will begin the design phase and move on to construction. Please see attached project schedule.**

5. What measurable goals will your program deliver?

**This project will help in furthering our goal of creating safe and complete paths of travel for pedestrians. This goal is also included in a City document entitled the Vision 2025 Plan.**

6. What are the project's expected outcomes? How are the outcomes assessed?

**The outcomes include increasing the availability of accessible paths of travel by repairing sidewalks that have become inaccessible due to sections uplifted by tree roots causing tripping hazards, non- ADA compliant running slopes, cracks, holes, etc. Repairing sidewalks with these unsafe and inaccessible conditions will reduce the potential for pedestrian injuries to occur and provide paths of travel to those with accessibility.**

7. What HUD National Objective does your program meet?

**The pedestrian improvements meet the following national objectives:**

- 1. The project is in low and moderate income areas.**
- 2. The project would positively address blight in the areas by repairing Sidewalk where lifted sidewalk sections, cracks, and holes are present.**
- 3. The project has a direct need to improve quality and accessibility of existing sidewalks for pedestrians. Pedestrian safety is a priority not just locally but also on a state and national level. The lack of quality and accessibility in existing sidewalks puts pedestrians in unsafe situations where they can trip and injure themselves or it may cause those with accessibility needs to avoid using the sidewalk altogether.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

**The project not only includes the improvements to the street; they enhance the current pedestrian facilities and improve the ADA accessibility.**

**C. ENVIRONMENTAL IMPACTS:**

1. Historical:

- a. How old is the affected structure?

**N/A There are no historical sites in the project area that would be affected.**

- b. Will this project affect an historically significant (or potentially historic) structure?  
**No.**

2. Archeological:

- a. Will this project involve any ground disturbance?

**The project will cause minimal ground disturbance to repair existing concrete**

- b. If so, how deep will excavation be and what is the volume of earth to be moved?

**N/A**

3. Water:

- a. Does this project involve a sewer or water system?

**No, this project will be limited to activities involving the repair of existing pedestrian facilities.**

**D. PROGRAM ELIGIBILITY:**

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

- a. Number of persons served annually:

**The project is in various locations within the CDBG qualifying census tracts. The number of persons served depends on the Census tract in which each repair is completed.**

- b. Service Area:

**The number of City residents served annually depends on the Census Tract in which each repair is completed.**

- c. Number of City residents served annually

**The number of City residents served annually depends on the Census Tract in which each repair is completed**

- d. Number of persons with disabilities or seniors served:

**The project would provide accessible sidewalk for numerous seniors and disabled persons in the community. This project would contribute by repairing inaccessible and unsafe sidewalk to provide safe access to schools, commercial areas and local churches.**

2. How will the proposed project prevent or eliminate slums or blight?

**The proposed project is in a low-income area with a high minority population. The area currently has minimal pedestrian facilities on the local roads leading to the schools and commercial areas. Where sidewalks are missing, dirt and dried weeds are present. This project positively addresses the current blight by adding concrete sidewalk improvements where none previously existed.**



## E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

**Several surveys were conducted throughout the community with the intent to determine what type of public improvements and public services are the most important to the community. The surveys revealed that one of the priorities for the community is repairing sidewalks to provide a safer pedestrian environment.**

2. Note complaints that have been received, etc.

**N/A**

3. Evidence of collaboration with other agencies within the community.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors).

## F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain “Yes” and “No” responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Rosalind Cox	Director of Facilities Planning & Construction	Madera Unified School District	559-675-4548	RosalindCox@maderausd.org
Isabel Guzman	Principal	Thomas Jefferson Middle School	559-474-0271	isabelguzman@maderausd.org
Alan Gilmore	Public Health Program Manager	Madera County Public Health	559-675-7893	Alan.Gilmore@maderacounty.com

## FY 2021-22 CDBG PROJECT

**AGENCY:** City of Madera Public Works

**PROJECT NAME:** Sidewalk Repairs and Maintenance

### **MISCELLANEOUS PROJECT COSTS:**

Administrative Costs (not to exceed 10% of total grant)

Supplies

Postage

Consultant Services

Maintenance/Repair

Publications/Printing

Transportation/Travel Required for Business

Rent (portion allocated to this program)

Equipment Rental

Insurance

Utilities

Telephone

Other Expenses (Specify):

### **CIP REQUESTS ONLY:**

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services

Construction Management

Other Expenses (Specify):

**TOTAL CDBG PROJECT BUDGET:**

500,000.00

**For the replacement and repairs of sidewalks at various locations within the City of Madera through contract services up to \$500,000.00**

**CDBG 2021/2022 Applicant Scoring Rubric**

<b>Criteria</b>	<b>Points</b>	<b>Committee Member Ranking</b>
Ability to Address Community Need or Priority	20	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need	30	
References	10	
Ability to Locate Other Funds	5	
Schedule	10	
Work Plan and Capacity	15	
Public Input Received	10	
<b>TOTAL POINTS</b>	<b>100</b>	

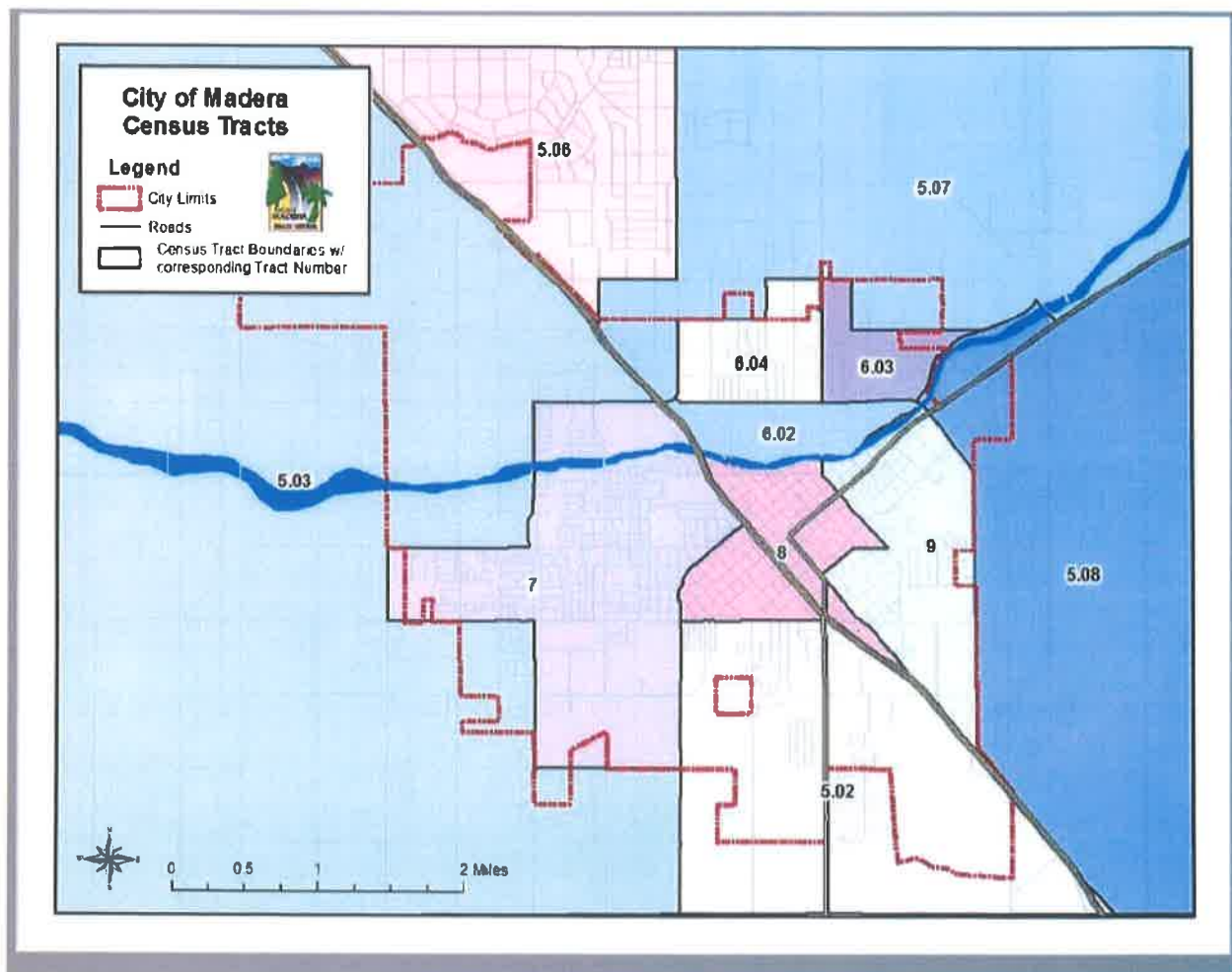
**Attachment A**

**CDBG PROJECT SCHEDULE FOR SIDEWALK REPAIRS AT VARIOUS  
LOCATIONS WITHIN THE CITY**

<b>ITEM OF WORK</b>	<b>DATE</b>
CDBG Funds Awarded	<b>7/1/2021</b>
Begin design of Project	<b>7/7/2021</b>
Advertise for Construction	<b>7/14/2021</b>
Award the Project	<b>8/11/2021</b>
Construction Phase	<b>8/25/2021</b>
Project Close-out	<b>6/30/2022</b>

**ATTACHMENT  
B**

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8  
AND 9 THESE ARE THE ELIGIBLE TRACTS WHERE CDBG  
PROGRAMS AND PROJECTS MUST OCCUR



# Exhibit B

## FY 2021-22 CDBG PROJECT

**AGENCY:** City of Madera Public Works

**PROJECT NAME:** Sidewalk Repairs and Maintenance

### MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)

Supplies

Postage

Consultant Services

Maintenance/Repair

Publications/Printing

Transportation/Travel Required for Business

Rent (portion allocated to this program)

Equipment Rental

Insurance

Utilities

Telephone

Other Expenses (Specify):

### CIP REQUESTS ONLY:

Lead-based paint assessment/abatement

Construction/Renovation

Consultant/Professional Services

Construction Management

Other Expenses (Specify):

**TOTAL CDBG PROJECT BUDGET:**

500,000.00

**For the replacement and repairs of sidewalks at various locations within the City of Madera through contract services up to \$500,000.00**

# Exhibit C

## CITY OF MADERA

### Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: City of Madera, Public Works Department  
205 W. Fourth St.  
Madera, CA 93637

PROJECT TITLE: City of Madera Sidewalks

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:**

**Alex Estrada**  
**Program Manager - Grants**  
**CITY OF MADERA**  
**205 West Fourth Street Madera,**  
**CA 93637**  
**Phone: (559) 661-3690**  
**Fax: (559) 674-2972**  
**Email: [aestrada@madera.gov](mailto:aestrada@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
<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

## Attachment N

### Doors of Hope grant



john pursell <johnpursell@att.net>

To: Alex Estrada

Cc: johnkaran pursell

 Reply

 Reply All

 Forward



Fri 7/2/2021 2:25 PM

Dear Ms. Estrada,

I am asking you to increase the grant given to Doors of Hope. They work with the courts, the under privileged, and families that need help. They would greatly benefit from a larger grant than has been given them. I'm sure they are grateful for what you have given them, but they could really use a full time bi-lingual staff member. The grant they asked for was \$31,005.00. This would allow them to hire this staff member to better serve our community. I am asking you to please reconsider increasing their grant to the full amount. Doors of Hope has been a great asset to Madera and Madera County.

Thank you for your time and consideration.

Sincerely,

Karan Pursell

### HUD CBDG - Doors of Hope



bthomasson011@comcast.net

To: Alex Estrada

 Reply

 Reply All

 Forward



Sat 7/10/2021 10:32 PM

Dear Mr. Estrada,

I respectfully ask you to consider increasing the HUD CBDG grant amount awarded to Doors of Hope Pregnancy Care Center (DOH).

The services provided by Doors of Hope are of tremendous value to low income families, mothers, fathers and children. When you uplift families the whole community benefits.

Thru the DOH classes, parents learn how to nurture their children thru consistency, love and appropriate discipline. The parenting skills taught can change lives.

The DOH anger management counseling has a positive effect directly on the participant's immediate family and has a ripple effect spreading out in other areas of the individual's life including their interaction with law enforcement, teachers, etc.

Doors of Hope needs additional funds to continue and expand services. They serve many Spanish speaking clients and the additional funds would cover the day-to-day expenses, allowing DOH to hire much needed bilingual employee.

Strong families build strong communities!

Please consider increasing the grant awarded for this essential organization.

Barbara Thomasson

559 232-0566

[Bthomasson011@comcast.net](mailto:Bthomasson011@comcast.net)